



समर्थन जयते

भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 51]

नई दिल्ली, शनिवार, दिसम्बर 19, 1998/अग्रहायण 28, 1920 भारत

No. 51]

NEW DELHI, SATURDAY, DECEMBER 19, 1998/AGRAHAYANA 28, 1920

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखर जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministry of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 30 नवम्बर, 1998

का. आ. 2603:—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार के गृह (पुलिस) अनुभाग 11 की दिनांक 22-6-98 की अधिसूचना सं. 2917 टी/6 11-98-519 एम/97 द्वारा प्राप्त उत्तर प्रदेश राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित मामलों से संबंधित अपराधों:—

क्रम सं.	एफआईआर सं. और दिनांक	पुलिस स्टेशन का नाम	धाराओं के अधीन अपराध
1.	439/97 दि. 20-5-1997	पुलिस स्टेशन सिविल लाइन, इलाहाबाद	419, 420, 467, 468 एवं 471 भा. दंड संहिता
2.	47/97 दि. 5-6-1997	पुलिस स्टेशन ग्रीज, भादोई	419, 420, 467, 468 एवं 511 भा. दंड संहिता
3.	110/97 दि. 9-5-1997	पुलिस स्टेशन कोतावली, झांसी	380 एवं 411 भा. दं. संहिता
4.	429/97 दि. 6-5-1997	पुलिस स्टेशन सिविल लाइन, इलाहाबाद	420, 467 एवं 468 भा. दंड संहिता

तथा उपर्युक्त मामलों में एक अथवा अधिक अपराधों से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरण और षड़यंत्र तथा वैसे ही संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए संपूर्ण उत्तर प्रदेश राज्य पर करती है।

[सं. 228/63/97—ए. वी. डी. —II]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSION

(Department of Personnel & Training)

New Delhi, the 30th November, 1998

S.O. 2603.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act. No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh vide Home (Police) Section-II, notification No. 2917-T/6-11-98-519M/97 dated 22-6-98 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of offences of following cases :—

S. No.	FIR No. and Date	Name of Police Station	Offences Under Sections
1.	439/97 dt. 20-5-1997	P.S. Civil Line Allahabad	419, 420, 467, 468 & 471 IPC
2.	47/97 dt. 5-6-1997	P.S. Oonj, Bhadoi	419, 420, 476, 468 & 511 IPC
3.	110/97 dt. 9-5-1997	P.S. Kotwali, Jhansi	380 and 411 IPC
4.	429/97 dt. 6-5-1997	P.S. Civil Line Allahabad	420, 467 and 468 IPC

And attempts, abetments and conspiracy in relation to or in connection with one or more of offences of Cases mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/63/97-AVD II]
HARI SINGH, Under Secy.

नई दिल्ली, 7 दिसम्बर, 1998

का. आ. 2604 :—केन्द्रीय सरकार एतद्वारा बंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री एम. आर. प्रसाद बाबू, अभियोजन अधिकारी, केन्द्रीय अन्वेषण ब्यूरो को विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थित मामलों तथा किसी राज्य अथवा संघ राज्य क्षेत्र जिस पर पूर्वोक्त धारा के उपबंध लागू होते हैं, में विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों, पुनरीक्षणों अथवा अन्य विषयों का संचालन

करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/1/98—ए. वी. डी.—I]

हरि सिंह, अवर सचिव

New Delhi, the 7th December, 1998

S.O. 2604.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Sh. M. R. Prasad Babu, Prosecuting Officer of the Central Bureau of Investigation as Special Public Prosecutor for the conduct of cases instituted by Delhi Special Police Establishment in the trial courts and appeals, revisions or other matters arising out of the cases in revisional or appellate courts established by Law in any State or Union Territory to which the provision of the aforesaid section apply.

[No. 225/1/98-AVD.II]
HARI SINGH, Under Secy.

वित्त मंत्रालय
(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

मयुरी, 27 नवम्बर, 1998

सं. 6/98 सीमा शुल्क (एन.टी)

का.आ. 2605.—सीमा शुल्क अधिनियम, 1962, धारा 9 जो भारत सरकार वित्त मंत्रालय, राजस्व विभाग नई दिल्ली के अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) दिनांक 1/7/94 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्वारा तमिलनाडू राज्य के तेनी जिला तेनी, तालूका के "अल्लिनगरम गांव" को सीमा शुल्क अधिनियम, 1962 (1962 का 52) के अधीन शत प्रतिशत निर्यात-तन्मुखर उपक्रम स्थापित करने हेतु आंशिकार घोषित करता हूँ।

[फाईल : IV/16/176/98-टी. I.]

अजीत कुमार, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

Office of the Commissioner of Central Excise
Madurai, the 27th November, 1998
No. 6/98-Customs (NT)

S.O. 2605.—In exercise of the powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare "ALLINAGAPAM Village", Theni Talak, Theni District in the State of Tamilnadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100% Export Oriented Undertaking.

[F. No. C. No. IV/16/176/98-T.1]

AJIT KUMAR, Commissioner

आदेश

नई दिल्ली, 2 दिसम्बर, 1998

का.आ. 2606.—चूंकि संयुक्त सचिव, भारत सरकार जिन्हें स्वापक अधिध तथा वनः प्रभावी पदार्थ अधिनियम, 1988 के अधिध व्यापार की रोकथाम के लिए खंड 3 के उपखंड (i) के अधीन विशेष रूप से शक्ति प्राप्त है, ने उक्त उपखंड के अंतर्गत दिनांक 18-6-98 को फा. सं. 801/8/98-पिट एन डी. पी. एस. के अधीन आदेश जारी करके निदेश दिया था, कि श्री मो. शाकीर सुपुत्र श्री मो. शफी. निवासी. छीपा बाखाल, खानपुर, मन्दासूर (म.प्र.) को स्वापक अधिधों के त्रय, स्वामित्व, छिपाने तथा अधिध व्यापार से दूर रखने के लिए केन्द्रीय कारागार इन्दौर (म. प्र.) में हिरासत में रखा जाए।

2. चूंकि केन्द्रीय सरकार यह समझती है कि उपयुक्त व्यक्ति फरार है या स्वयं को छिपा रहा है जिसके कारण आदेश का पालन नहीं हो सका है।

3. अब, उक्त अधिनियम के खंड 8 के उप खंड (i) के क्लाज (ख) में प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार सरकारी राजपत्र में इस आदेश के प्रकाशन के 10 दिन के भीतर उपर्युक्त व्यक्ति को अधीक्षक (निवारण), केन्द्रीय स्वापक ब्यूरो, निवारण तथा आसूचना प्रकोष्ठ मंडसौर जिला मंडसौर (मं. प्र.) के समक्ष प्रस्तुत होने का निदेश देती है।

[फा. सं. 801/8/98-पिट एन.डी. पी. एस.]

राम जी सिंह, अवसर सचिव

ORDER

New Delhi, the 2nd December, 1998

Illicit Traffic in Narcotic Drugs and Psychotropic/ Substances Act, 1988 issued order F. No. 801/8/98-PITNDPS dated 18-6-98 under the said sub-section directing that Shri Mohd. Shakir, S/o Shri Mohd. Shafi resident of Chhipa Bakhal, Khanpura, Mandsaur (Madhya Pradesh) be detained and kept in custody in the Central Jail, Indore (M.P.) with a view to preventing him from engaging in the purchase, possession, concealment, and illicit trafficking of narcotic drugs.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of powers conferred by clause (b) of sub-section (1) of Section 8 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Superintendent (Prev) Central Bureau of Narcotics, Preventive and Intelligence Cell, Mandsaur (Madhya Pradesh) within 10 days of the publication of this order in the official Gazette.

[F. No. 801/8/98-PITNDPS]

RAMJEE SINGH, Under Secy.

आदेश

नई दिल्ली, 7 दिसम्बर, 1998

का.आ. 2607.—चूंकि संयुक्त सचिव, भारत सरकार जिन्हें स्वापक अधिधों तथा वनः प्रभावी पदार्थ अधिनियम, 1988 के अधिध व्यापार की रोकथाम के लिए खंड 3 के उपखंड (i) के अधीन विशेष रूप से शक्ति प्राप्त है, ने उक्त उपखंड के अंतर्गत दिनांक 4.8.98 को फा. सं. 801/10/98-पिट एन. डी. पी. एस. के अधीन आदेश जारी करके निदेश दिया था कि श्री राधेश्याम सुपुत्र श्री अवधेश साव निवासी गांव व डाकघर बावर थाना मोहनिया जिला कैमूर (बिहार) की स्वापक अधिधों के त्रय, स्वामित्व, छिपाने तथा अधिध व्यापार से दूर रखने के लिए केन्द्रीय कारागार बक्सर (बिहार) में हिरासत में रखा जाए।

2. चूंकि केन्द्रीय सरकार यह समझती है कि उपयुक्त व्यक्ति फरार है या स्वयं को छिपा रहा है जिसके कारण आदेश का पालन नहीं हो सका है।

3. अब, उक्त अधिनियम, के खंड 8 के उपखंड (i) के क्लाज (ख) में प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार सरकारी राजपत्र में इस आदेश के प्रकाशन के 10 दिन के भीतर उपर्युक्त व्यक्ति को जिला व सत्र जज, सत्र न्यायालय. सासाराम जिला रोहतास (बिहार) के समक्ष प्रस्तुत होने का निदेश देती है।

[फा. सं. 801/10/98-पिट एन. डी. पी. एस.]

रामजी सिंह, अवसर सचिव

S.O. 2606.—Whereas the Joint Secretary to the Government of India, specially, empowered under sub-section (1) of Section 3 of the Prevention of

ORDER

New Delhi, the 7th December, 1998

S.O. 2607.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 issued order F. No. 801/10/98-PITNDPS dated 4-8-98 under the said sub-section directing that Shri Radhey Shyam Sao S/o Shri Awadesh Sao, resident of village and P.O. Dadar, P. S. Mohania, Distt. Kaimur (Bihar) be detained and kept in custody in the Central Jail, Buxar (Bihar) with a view to preventing him from engaging in the purchase, possession, concealment and illicit traffic of narcotic drugs.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of powers conferred by clause (b) of sub-section (1) of Section 8 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Distt. and Sessions Judge, the Court of Sessions, Sasaram, Distt. Rohtas (Bihar) within 10 days of the publication of this order in the official Gazette.

[F. No. 801/10/98-PITNDPS]

RAMJEE SINGH, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 3 दिसम्बर, 1998

का.आ. 2608.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम 1970 के खंड 3 के उप-खंड (i) खंड 5, खंड 6, खंड 7 और खंड 8 के उप-खंड (i) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री एस. राजगोपाल वर्तमान अध्यक्ष एवं प्रबंध निदेशक, इंडियन बैंक को उनके कार्यभार ग्रहण करने की तारीख से और 31 मार्च, 2000 तक की अवधि के लिए बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं 9/25/98-बी.ओ. I]

सुधीर श्रीवास्तव, निदेशक

(Department of Economic Affairs)

(Booking Division)

New Delhi, the 3rd December, 1998

S.O. 2608.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of

Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri S. Rajagopal presently Chairman and Managing Director, Indian Bank as Chairman and Managing Director, Bank of India for the period from the date of his taking charge and upto 31st March, 2000.

[F. No. 9/25/98-B.O. II]

SUDHIR, SHRIVASTAVA, Director

नई दिल्ली, 3 दिसम्बर, 1998

का.आ. 2609.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उप-खंड (i), खंड 5, खंड 6, खंड 7 और खंड 8 के उप-खंड (i) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री टी.एस. राघवन, वर्तमान अध्यक्ष एवं प्रबंध निदेशक, बैंक आफ महाराष्ट्र को उनके कार्यभार ग्रहण करने की तारीख से और 30 अप्रैल, 2000 तक की अवधि के लिए इण्डियन बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं 9/26/98-बी.ओ. -I]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 3rd December, 1998

S.O. 2609.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri T. S. Raghavan presently Chairman and Managing Director, Bank of Maharashtra as Chairman and Managing Director, Indian Bank for the period from the date of his taking charge and upto 30th April, 2000.

[F. No. 9/26/98-B.O.I]

SUDHIR, SHRIVASTAVA, Director

नई दिल्ली, 3 दिसम्बर, 1998

का.आ. 2610.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उप-खंड (i), खंड 5, खंड 6, खंड 7 और खंड 8 के उप-खंड (i) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खंड (क) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री एम.एम. वैश, वर्तमान कार्यपालक निदेशक, यूको बैंक को उनके कार्यभार ग्रहण करने की तारीख से और 31 दिसम्बर, 2001 तक की अवधि के लिए बैंक आफ महाराष्ट्र के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा० सं० 9/27/98-बी.ओ.-I]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 3rd December, 1998

S.O. 2610.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoint Shri M. M. Vaish presently Executive Director, UCO Bank as Chairman and Managing Director, Bank of Maharashtra for the period from the date of his taking charge and upto 31st December, 2001.

[F. No. 9/27/98-B.O.I]

SUDHIR, SHRIVASTAVA, Director

नई दिल्ली, 7 दिसम्बर, 1998

फा० आ० 2611.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उपधारा (2) के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा डा० जे.के. बागची, सेवानिवृत्त आई. ए. एस. (असम: 63) को उनके कार्यभार ग्रहण करने की तारीख से छः महीने की अवधि के लिए औद्योगिक तथा वित्तीय पुनर्निर्माण अपीलार्थ प्राधिकरण के सदस्य के रूप में नियुक्त करती है।

[फा० सं० 7/5/98/बी.ओ.-I]

के.के. मंगल, अवर सचिव

New Delhi, the 7th December, 1998

S.O. 2611.—In pursuance of the powers conferred by sub-section (1) of section 5 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985 by the Central Government hereby appoints Dr. J. K. Bagchi, Retired IAS (AM : 63) as a Member of the Appellate Authority for Industrial and Financial Reconstruction for a period of six months with effect from the date of his taking charge.

[F. No. 7/5/98-B.O.-I]

K. K. MANGAL, Under Secy.

कोयला मंत्रालय

णुद्धि-पत्र

नई दिल्ली, 27 नवम्बर, 1998

फा. आ. 2612.—भारत के राजपत्र, तारीख 5 सितम्बर, 1998 के भाग 2, खंड-3, उपखंड (ii) में पृष्ठ क्रमांक 3308 से 3310 पर प्रकाशित, भारत सरकार कोयला मंत्रालय की अधिसूचना फा. आ. 1745, तारीख 17 अगस्त, 1998 में :—

पृष्ठ क्रमांक-3308, अधिसूचना में,

पंक्ति 4, "तारीख 2 दिसम्बर, 1996" के स्थान पर तारीख 21 दिसम्बर, 1996" पढ़ें।

पंक्ति 6, "खदान, बगैर करने" के स्थान पर "खदान, बोर करने" पढ़ें।

पृष्ठ क्रमांक-3309, तालिका में,

"ग्राम मौजा" के स्थान पर "ग्राम/मौजा" पढ़ें।

ग्राम/मौजा स्तंभ के नीचे,

क्रम संख्या 1, "डोंगरिया-कला" के स्थान पर "डोंगरिया-कला" पढ़ें।

पृष्ठ क्रमांक-3310, सीमा वर्णन में, रेखा क4-ख 1-ख 2-ख 3,

पंक्ति 1, "ग्राम कोरजी" के स्थान पर "ग्राम कोरजा" पढ़ें।

रेखा "ख-च 1-छ" के स्थान पर रेखा "ख-च 1-छ" पढ़ें।

रेखा "च-क" के स्थान पर रेखा "छ-क" पढ़ें।

[फा. सं. 43015/29/94-एल एस डब्ल्यू/पी आर आई डब्ल्यू]

के. एस. क्रोफा, निदेशक

शुद्धि पत्र

नई दिल्ली, 8 दिसम्बर, 1998

का. आ. 2613.—भारत के राजपत्र, तारीख 5 दिसम्बर, 1998 के भाग II, खंड-3, उपखंड (ii) में पृष्ठ क्रमांक 3313 से 3316 पर प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना का. आ. 1746, तारीख 20 अगस्त, 1998 में :—

पृष्ठ क्रमांक—3313 अनुसूची “क” में :—

पंक्ति 3, “बिलासपुर क्षेत्र” के स्थान पर “विश्रामपुर क्षेत्र” पढ़ें।

पृष्ठ क्रमांक—3314 सीमा वर्णन में, ड—ड 1—ड 2—ड 3—च में

पंक्ति 1, “आरक्षित वन और बेसतरा ग्राम” के स्थान पर “आरक्षित वन और गेतरा ग्राम” पढ़ें।

अनुसूची “ख” में

पंक्ति 2 “लखनपुर कोलफील्ड्स” के स्थान पर “लखनपुर कोलफील्ड्स” पढ़ें।

तालिका में, क्षेत्र हे. में, स्तंभ के नीचे,

क्रम संख्या 5, “251.035” के स्थान पर “251.635” पढ़ें।

पृष्ठ संख्या 3315, ग्राम पोड़ी (भाग) में अर्जित प्लॉट संख्या में :—

पंक्ति 2, 273 (भाग), 174 (भाग) के स्थान पर 273 (भाग), 274 (भाग) पढ़ें।

पृष्ठ संख्या 3316, ग्राम गेतरा (भाग) में अर्जित प्लॉट संख्या में,

पंक्ति 2, “1023,10” के स्थान पर “1023, 1024” पढ़ें।

पंक्ति 3, “1051 (भाग); 1052” के स्थान पर “1051 (भाग), 1052 से 1055, 1056 (भाग), 1057 (भाग) 1213, 1222, 1227, 1228, 1229 और 1231 (भाग)” पढ़ें।

सीमा वर्णन में :—

“ड—ड 11 ड—2” के स्थान पर “ड—ड 1—ड 2—ड 3—च” पढ़ें।

रेखा छ—ज में,

पंक्ति 3, “637, 613, 613” के स्थान पर “637, 613” पढ़ें।

[फा. सं. 43015/16/96—एल डब्ल्यू./पी. आर. आई. डब्ल्यू.]
के. एस. क्रोफा, निदेशक

नई दिल्ली, 8 दिसम्बर, 1998

का. आ. 2614—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायध्व अनुसूची में उल्लिखित भूमि के परिक्षेत्र में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. एम सी एल/एस ए एम बी/ सी जी एम (टीसी)/इस्टेट/अनंत विस्तारण/97/9 तारीख 5 दिसम्बर, 1997 का निरीक्षण मुख्य महाप्रबंधक (तकनीकी समन्वयन), महानदी कोलफील्ड्स लिमिटेड, आनंद विहार, बुर्ला, संबलपुर-768018 (उड़ीसा) के कार्यालय में या कलैक्टर और जिला मजिस्ट्रेट, अंगुल, उड़ीसा के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर उस भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व), महानदी कोलफील्ड्स लिमिटेड, आनंद विहार, बुर्ला, संबलपुर-768018 (उड़ीसा) को भेजेंगे।

अनुसूची

अनंत विस्तारण परियोजना

तालर कोलफील्ड (जगन्नाथ क्षेत्र)

जिला अंगुल (उड़ीसा)

सभी अधिकार

[रेखांक सं. एम सी एल /एस ए एम बी/ सी जी एम (टी सी)/ इस्टेट/अनंत विस्तारण/ 97/9, तारीख 5 दिसम्बर, 1997]

क्रम सं.	ग्राम	पुलिस थाना और सं.	तहसील और उपखंड	जिला	क्षेत्र एकड़ में	टिप्पणियाँ
1.	अहमदनगर	कॉलियरी 82	तालचेर	अंगुल	291.970	भाग
2.	हेन्समुला	कॉलियरी 85	तालचेर	अंगुल	141.140	भाग
					कुल 433.110 एकड़ (लगभग) या 175.277 हेक्टर (लगभग)	

सीमा वर्णन

- क—ख रेखा बिन्दु “क” से प्रारंभ होती है जो ग्राम राकस, बृन्दावनपुर और अहलादनगर का तिसंगम बिन्दु है और ग्राम राकस और अहलादनगर की सम्मिलित सीमा के बिन्दु “ख” तक जाती है जो दामोदरपुर ब्लॉक के अन्तर्गत कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 के अधीन अर्जित भूमि की सम्मिलित उत्तर पूर्व बिन्दु है।
- ख—ग—घ रेखा ग्राम अहलादनगर में से होते हुए दामोदरपुर ब्लॉक के अन्तर्गत कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 के अधीन अर्जित भूमि के उत्तरी सीमा के साथ-साथ सीधे आगे बढ़ती है और बिन्दु “ग” में ग्राम अहलादनगर और हेन्समुला की सम्मिलित ग्राम सीमा को पार करती है और हेन्समुला ग्राम में पूर्व की ओर बिन्दु “छ” तक आगे बढ़ती है।
- घ—ङ रेखा ग्राम हेन्समुला से होकर उत्तर पश्चिम दिशा की ओर आगे बढ़ती है और हेन्समुला तथा अहलादनगर के सम्मिलित सीमा में बिन्दु “ङ” पर मिलती है।
- ङ—च—छ—क रेखा अहलादनगर और हेन्समुला के सम्मिलित ग्राम सीमा के साथ-साथ बिन्दु “ख” तक आगे बढ़ती है, फिर बंगारू नाला के दक्षिणी सीमा के साथ साथ पूर्व की ओर बिन्दु “छ” तक जाती है और उसके पश्चात् ग्राम बृन्दावनपुर और अहलादनगर की सम्मिलित ग्राम सीमा के साथ साथ अग्रसर होते हुए प्रारंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/20/98—पी. आर. आई. डब्ल्यू.]
के. एस. क्रोफा, निदेशक

New Delhi, the 8th December, 1998

S.O.2614.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gives notice of its intention to prospect for coal therein.

The plan bearing no. MCL/SAMB/CGM (TC)/Estate/Ananta Extn./97/9, dated the 5th December, 1997, of the area covered by this notification can be inspected at the office of the Chief General Manager (Technical Co-ordination), Mahanadi Coalfields Limited, Anand Vihar, Burla, Sambalpur-768018 (Orissa) or at the office of the Collector and District Magistrate, Angul, Orissa or at the office of the Coal Controller, 1, Council House Street Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer in-charge Head of the Department (Revenue) Mahanadi Coalfield, Limited, Anand Vihar, Burla, Sambalpur-768018 (Orissa) within ninety days from the date of the publication of this notification.

SCHEDULE

ANANTA EXTENSION PROJECT TALCHER COALFIELD (JAGANNATH AREA)

DISTRICT ANGUL (ORISSA)

ALL RIGHTS

[Plan bearing No. MCL/SAMB/CGM(TC)/Estate/Annata Extn./97/9, dated the 5th December, 1997]

Serial number	Village	Police Station and No.	Tahsil and Sub Div.	District	Area in Acres	Remarks
1.	Ahlanadanagar	Colliery 82	Talcher	Angul	291.970	Part
2.	Hensamula	Colliery 85	Talcher	Angul	141.140	Part
Total					433.110 acres (approximately) or 175.277 hectares (approximately)	

Boundary description:

- A—B** The line starts from point 'A' which is the trijunction point of village Rakas Brundabanpur and Ahlanadanagar and runs along the common boundary of village Rakas and Ahlanadanagar upto point 'B' which is the common north-west point of the land acquired under the Coal Bearing Areas (Acquisition and Development) Act, 1957.
- B—C—D** The line proceeds straight along the Northern boundary of land acquired under Coal Bearing Areas (Acquisition and Development) Act, 1957 under Damodarpur Block through village Ahlanadanagar and crosses the common boundary of village Ahlanadanagar and Hensamula at point "C" and proceeds towards east upto point "D" in the Hensamula village.
- D—E** Line proceeds in north west direction through village Hensamula and meets at point "F" on the common boundary of Hensamula and Ahlanadanagar.
- E—F—G—A** The line proceeds along the common villages boundary of Ahlanadanagar and Hensamula upto point "F" then proceeds towards west along the southern boundary of Bangaru Nala upto point "G" and then proceeding along common village boundary of villages Brandabanpur and Ahlanadanagar meets at starting point "A".

[No. 43015/20/98-PRIW]

K.S. KROPHA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 नवम्बर, 1998

का. आ. 2615.—केन्द्रीय सरकार एतद्वारा तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अधिकारियों को अगले आदेश जारी होने तक, तुरन्त प्रभाव से दो वर्षों से अतिरिक्त अवधि के लिए तेल उद्योग विकास बोर्ड के सदस्य के रूप में नियुक्त करती है:—

1. डा. ए. के. भटनागर, निदेशक (अ. एवं. वि.) इंडियन आयल कॉर्पोरेशन लिमिटेड (तेल उद्योग का विशिष्ट ज्ञान अथवा अनुभव रखने वाले व्यक्ति के रूप में)।
2. श्री वाई. डी. शर्मा, अध्यक्ष, अखिल भारतीय पेट्रोलियम कर्मचारी परिषद एवं अध्यक्ष, पेट्रोलियम कर्मचारी संघ (तेल उद्योग में नियोजित कर्मचारियों के प्रतिनिधि के रूप में)।

[संख्या जी-35012/2/91-वित्त-2]

मोहित सिन्हा, उप सचिव (वित्त)

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 26th November, 1998

S.O. 2615.—In exercise of the powers conferred by clause (d) of Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints, with immediate effect and for a period not exceeding two years, the following officers as Members of the Oil Industry Development Board, until further orders:—

1. Dr. A. K. Bhatnagar, Director (R & D), Indian Oil Corporation Ltd. (As person having special knowledge or experience of oil industry).
2. Shri Y. D. Sharma, President All India Federation of Petroleum Workers and President, Petroleum Workers Union (As representative of labour employed in the oil industry).

[No. G-35012/2/91-Fin.-II]

MOHIT SINHA, Dy. Secy. (Finance)

नई दिल्ली, 26 नवम्बर, 1998

का. आ. 2616.—केन्द्रीय सरकार एतद्वारा तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) के खंड (फ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, डा. अविनाश चन्द्र, महानिदेशक, हाइड्रोकार्बन्स और सलाहकार (अन्वेषण), पेट्रोलियम और प्राकृतिक गैस मंत्रालय, को अगले आदेश जारी होने तक, 10 अक्टूबर, 1998 से दो वर्षों से अतिरिक्त 3295 GL/98—2.

अवधि के लिए तेल उद्योग विकास बोर्ड के सदस्य के रूप में पुनर्नियुक्त करती है।

[संख्या जी-35012/2/91-वित्त-2]

मोहित सिन्हा, उप सचिव (वित्त)

New Delhi, the 26th November, 1998

S.O. 2616.—In exercise of the powers conferred by clause (a) of Sub-section (3) of section 3 of the Oil Industry Development Act, 1974 (47 of 1974), the Central Government hereby re-appoints, with effect from 10th October, 1998 and for a period not exceeding two years, Dr. Avinash Chandra, Director General Hydrocarbons and Adviser (Exploration) Ministry of Petroleum & Natural Gas as a Member of the Oil Industry Development Board, until further orders.

[No. G-35012/2/91-Fin. II]

MOHIT SINHA, Dy Secy. (Finance)

नई दिल्ली, 26 नवम्बर, 1998

का. आ. 2617.—केन्द्रीय सरकार एतद्वारा तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अधिकारियों को अगले आदेश जारी होने तक, तत्काल प्रभाव से दो वर्षों से अतिरिक्त अवधि के लिए तेल उद्योग विकास बोर्ड के सदस्य के रूप में नियुक्त करती है:—

1. श्री बी. सी. बोरा, अध्यक्ष एवं प्रबंध निदेशक, आयल इंडिया लिमिटेड।
2. श्री एस. एन. माथुर, अध्यक्ष एवं प्रबंध निदेशक, आई बी पी कं. लिमिटेड।
3. श्री के. एल. कुमार, अध्यक्ष एवं प्रबंध निदेशक, कोचीन रिफाइनरीज लिमिटेड।

[संख्या जी.-35012/2/93-वित्त-2]

मोहित सिन्हा, उप सचिव (वित्त)

New Delhi, the 26th November, 1998

S.O. 2617.—In exercise of the powers conferred by clause (c) of Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints, with immediate effect and for a period not exceeding two years, the following officers as Members of the Oil Industry Development Board, until further orders:—

1. Shri B. C. Bora, Chairman & Managing Director, Oil India Ltd.
2. Shri S. N. Mathur, Chairman & Managing Director, IBP Co. Ltd.
3. Shri K. L. Kumar, Chairman & Managing Director, Cochin Refineries Ltd.

[No. G-35012/2/91-Fin. II]

MOHIT SINHA, Dy. Secy. (Finance)

नई दिल्ली, 26 नवम्बर, 1998

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 23 अक्टूबर, 1998

का. आ. 2618:—केन्द्रीय सरकार एतद्द्वारा तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उप-धारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिकारियों को अगले आदेश जारी होने तक, 10 अक्टूबर, 1998 से 2 वर्षों से अधिक अवधि के लिए तेल उद्योग विकास बोर्ड के सदस्य के रूप में पुनर्नियुक्त करती है:—

1. श्री सी. आर. प्रसाद, अध्यक्ष एवं प्रबंध निदेशक, गैस अथॉरिटी ऑफ इण्डिया लिमिटेड।
2. श्री के. जी. रामनाथन, अध्यक्ष एवं प्रबंध निदेशक, इंडियन पेट्रोकेमिकल्स कॉर्पोरेशन लिमिटेड।

[संख्या जी—35012/2/91—वित्त-2]

मोहित सिन्हा, उप सचिव (वित्त)

New Delhi, the 26th November, 1998

S.O. 2618.—In exercise of the powers conferred by clause (c) of Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby re-appoints, with effect from 10th October, 1998 and for a period not exceeding two years, the following officers as Members of the Oil Industry Development Board, until further orders :—

1. Shri C. R. Prasad, Chairman & Managing Director, Gas Authority of India Limited.
2. Shri K. G. Ramanathan, Chairman & Managing Director, Indian Petrochemicals Corporation Limited.

[No. G-35012/2/91-Fin-II]

MOHIT SINHA, Dy. Secy. (Finance)

का. आ. 2619 :—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग—1 में निम्नलिखित और संशोधन करती है, नामतः:

उक्त अनुसूची के भाग—1 में अमरावती विश्वविद्यालय, अमरावती की क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के बाद निम्नलिखित क्रम संख्या और प्रविष्टियों जोड़ी जाएंगी, नामतः :—

1	2	3
“48 शिवाजी विश्वविद्यालय कोल्हापुर	दंत शाल्य चिकित्सा स्नातक	शिवाजी विश्वविद्यालय, कोल्हापुर की बी. डी. एस. डिग्री। बसंतदाता पाटिल डेंटल कालेज एवं अस्पताल, सांगली (महाराष्ट्र) के बी. डी. एस. छात्रों के संबंध में यह अर्हता तभी एक मान्यता प्राप्त अर्हता होगी जब यह 1-1-1994 को या उसके बाद प्रदान की गई हो।”

[सं. बी. 12018/7/95—पी. एम. एस.]

सी. एल. भाटिया, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 23rd October, 1998

S.O. 2619.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government after consulting the Dental Council of India, hereby makes the following further amendment in Part I of the Schedule to the said Act, namely:—

In Part I of the said Schedule after serial number 47 of Amravati University, Amravati and the entries relating thereto, the following serial number and entries shall be added, namely :—

1	2	3
“48. Shivaji University, Kolhapur	Bachelor of Dental Surgery	B.D.S. degree of Shivaji University, Kolhapur. This qualification shall be a recognised dental qualification in respect of BDS students of Vasant Dada Patil Dental College and Hospital, Sangli (Maharashtra) when granted on or after 1-1-1994.

[No. V.12018/7/95-PMS]

C.L. BHATIA Under Secy.

नई दिल्ली, 26 नवम्बर, 1998

का. आ. 2620:—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की पहली अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त पहली अनुसूची में, :—

(1) स्तंभ: “मान्यता प्राप्त आयुर्विज्ञान अर्हता” (जिसे इसमें इसके पश्चात् स्तंभ (2) कहा गया है) में “मुम्बई विश्वविद्यालय के सामने ” “डाक्टर आफ मेडिसिन (सामान्य आयुर्विज्ञान) और स्तंभ “रजिस्ट्रीकरण के लिए संक्षेपाक्षर” (जिसे इसमें इसके पश्चात् स्तंभ (3) कहा गया है) में उससे सम्बन्धित प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जायेगा, अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
“डाक्टर आफ मेडिसिन (प्रसूती विद्या और स्त्रीरोग विज्ञान)	एम. डी. (प्रसूती और स्त्रीरोग) (यह आयुर्विज्ञान अर्हता केवल तब होगी जब वह 1950 में या उसके पश्चात् दी गई हो)” ;

(2) स्तंभ (2) में “भोपाल विश्वविद्यालय” के सामने “डाक्टर आफ मेडिसिन “ (न्याय संबंधी आयुर्विज्ञान) प्रविष्टि और उससे सम्बन्धित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जायेगा, अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
“मास्टर आफ सर्जरी (कर्ण, नासा, कण्ठ विज्ञान)	एम. एस. (कर्ण, नासा, कण्ठ विज्ञान) (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता केवल तब होगी जब यह 1970 में या उसके पश्चात् दी हो ।)
डिप्लोमा इन ओटो-लारिनोलोजी	डी. आई. ओ. (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1983 में या उसके पश्चात् दी गई हो ।)
डिप्लोमा प्रसूति और स्त्रीरोग विज्ञान में डिप्लोमा	डी. जी. ओ. (यह मान्यता प्राप्त अर्हता तब होगी जब वह 1975 में या उसके पश्चात् दी गई हो)” ;

(3) स्तंभ (2) में "बरकतउल्लाह विश्वविद्यालय" के सामने "डाक्टर आफ मेडिसिन (बालचिकित्सा विज्ञान)" प्रविष्टि और उससे संबंधित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित को अंतःस्थापित किया जायेगा, अर्थात् :--

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
मास्टर आफ सर्जरी (कर्ण, नासा और कण्ठ विज्ञान)	एम. एस. (क. ना. क. वि.) (यह मान्यता प्राप्त अर्हता केवल तब होगी केवल जब यह 1970 में या उसके पश्चात् दी गई हो।)
डिप्लोमा इन ओटोलारिन्गोलोजी	डी. आई. ओ. (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह वर्ष 1983 में या उसके पश्चात् दी गई हो।)
प्रसूति और प्रसूति विज्ञान में डिप्लोमा	डी. जी. ओ. (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1975 में या उसके पश्चात् दी गई हो।)

(4) स्तंभ 2 में "कानकला विश्वविद्यालय" के सामने "डाक्टर आफ मेडिसिन (न्याय संबंधी आयुर्विज्ञान)" प्रविष्टि और उससे संबंधित स्तंभ संख्या (3) की प्रविष्टि के पश्चात् निम्नलिखित को अंतःस्थापित किया जायेगा, अर्थात् :--

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
मास्टर आफ सर्जरी (कर्ण, नासा और कण्ठ विज्ञान)	एम. एस. (क. ना. क. वि.) (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1973 में या उसके पश्चात् दी गई है।)
डिप्लोमा इन ओटोलारिन्गोलोजी	डी. आई. ओ. (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1964 में या उसके पश्चात् दी गई हो।) ;

(5) स्तंभ (2) में "काशीकट विश्वविद्यालय" के सामने "मास्टर आफ सर्जरी (वक्ष्य चिकित्सा) प्रविष्टि और उससे संबंधित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जायेगा, अर्थात् :--

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
"डाक्टर आफ मेडिसिन (जीव रसायन विज्ञान)	एम. डी. (जीव रसायन विज्ञान) (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता केवल तब होगी जब यह अगस्त 1981 में, या इसके पश्चात् दी गई हो।)

(6) स्तंभ (2) में “महात्मा गांधी विश्वविद्यालय” के सामने “मास्टर आफ सर्जरी (सामान्य शल्य चिकित्सा) प्रविष्टि और उससे संबंधित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जायेगा, अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संश्लेषाक्षर
2	3
“डाक्टर आफ मेडिसिन (त्वचा विज्ञान और रतिरोग विज्ञान)	एम. डी. (त्वचा और रति.) (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1984 में या इसके पश्चात् दी गई हो);

7. स्तंभ (2) में “जम्मू विश्वविद्यालय” के सामने “डाक्टर आफ मेडिसिन (शरीर क्रिया विज्ञान)” प्रविष्टि और उससे संबंधित प्रविष्टि स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जायेगा; अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संश्लेषाक्षर
2	3
“मास्टर आफ सर्जरी (शरीर रचना विज्ञान)	एम. एस. (शरीर रचना विज्ञान) (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1984 में या इसके पश्चात् दी गई हो);

8. स्तंभ (2) में “केरल विश्वविद्यालय” के सामने “मास्टर आफ चिकित्सा (तन्त्रिका शल्य विज्ञान)” प्रविष्टि और उससे सम्बन्धित स्तंभ सं. (3) की प्रविष्टि के पश्चात् निम्नलिखित को अंतः स्थापित किया जायेगा, अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संश्लेषाक्षर
2	3
“डाक्टर आफ मेडिसिन (यक्ष्मा) डिप्लोमा इन टुबर कुलोमिस एंड चेस्ट डिजीजेस) (यक्ष्मा और क्षयरोग)	एम. डी. (यक्ष्मा) (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1984 में या उसके पश्चात् दी गई हो) डी. टी. सी. डी. (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह 1991 में या उसके पश्चात् दी गई हो);

9. स्तंभ (2) में “कुचेम्पू विश्वविद्यालय” के सामने “डिप्लोमा इन आर्थोपेडिक्स” प्रविष्टि और उससे सम्बन्धित स्तंभ संख्या (3) की प्रविष्टि के पश्चात् निम्नलिखित को अंतः स्थापित किया जायेगा; अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संश्लेषाक्षर
2	3
“डाक्टर आफ मेडिसिन (जीव रसायन विज्ञान)	एम. डी. (जीव रसायन विज्ञान) (यह मान्यता प्राप्त अर्हता केवल तब होगी जब यह अगस्त 1981 में या उसके पश्चात् दी गई हो);

10. स्तंभ (2) में "मनीपाल एकेडमी आफ हायर एजुकेशन, मनीपाल" के सामने "मास्टर आफ चिरुरजी (हृदयक शल्य चिकित्सा) प्रविष्टि और उससे सम्बन्धित स्तंभ सं. (3) की प्रविष्टि के पश्चात् निम्नलिखित को अंतः स्थापित किया जायेगा, अर्थात् :—

मान्यताप्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
"मास्टर आफ सर्जरी (शरीर रचना विज्ञान)	एम. एस. (शरीर रचना विज्ञान) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब वह जून, 1982 में या उसके पश्चात् दी गई हो)
डाक्टर आफ मेडिसिन (विकिरण चिकित्सा)	एम. डी. (विकिरण चिकित्सा) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब वह 1980 में या उसके पश्चात् दी गई हो)
डाक्टर आफ मेडिसिन (भेषज गुण विज्ञान)	एम. डी. (भेषज गुण विज्ञान) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब वह जनवरी, 1973 में या उसके पश्चात् दी गई हो) ;

11. स्तंभ (2) में "मंगलौर विश्वविद्यालय" के सामने "मास्टर आफ चिरुरजी" प्रविष्टि और उससे सम्बन्धित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित रखा जायेगा, अर्थात् :—

मान्यताप्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
"मास्टर आफ सर्जरी (शरीर रचना विज्ञान)	एम. एस. (शरीर रचना विज्ञान) । (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह 1979 में या उसके पश्चात् दी गई हो) ।
रसिज रोगों में डिप्लोमा	डी. बी. डी. (यह मान्यताप्राप्त अर्हता केवल तब होगी जब उसे जून, 1993 में या उसके पश्चात् दी गई हो) ।
डाक्टर आफ मेडिसिन (त्वचा और र. रो.)	एम. डी. (त्वचा और र. रो.) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब उसे यह जून, 1993 में या उसके पश्चात् दी गई हो) ।
डाक्टर आफ मेडिसिन (विकिरण चिकित्सा)	एम. डी. (विकिरण चिकित्सा) (यह मान्यताप्राप्त अर्हता तब होगी जब यह जून, 1990 में या इसके पश्चात् दी गई हो) ।
डाक्टर आफ मेडिसिन (भेषज गुण विज्ञान)	एम. डी. (भेषज गुण विज्ञान) (यह मान्यताप्राप्त आयुर्विज्ञान अर्हता केवल तब होगी जब यह 1973 में या इसके पश्चात् दी गयी हो) ।

12. स्तंभ (2) में "मैसूर विश्वविद्यालय" के सामने "मास्टर आफ सर्जरी" (शरीर-रचना विज्ञान प्रविष्टि और उससे सम्बन्धित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जायेगा, अर्थात् :—

मान्यताप्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
डिप्लोमा इन क्लीनिकल पैथोलोजी	डी. सी. पी. (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह 1992 में या इसके पश्चात् दी गई हो)

(13) स्तंभ (2) में "संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान, लखनऊ" के सामने "रजिस्ट्रार किररजी" (तंत्रिका शल्य विज्ञान) प्रविष्टि और उससे सम्बन्धित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जायेगा, अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
डाक्टर आफ मेडिसिन (विकिरण-निदान)	एम. डी. (विकिरण-निदान) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह 1994 में या उसके पश्चात् दी गई हो)
मास्टर आफ किररजी (हृदय वक्ष शल्य चिकित्सा)	एम. सी. एच. (हृदयवाहिका वक्ष शल्य चिकित्सा) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह मई, 1995 में या उसके पश्चात् दी गई हो)
डाक्टर आफ मेडिसिन (गुर्दा चिकित्सा विज्ञान)	एम. डी. (गुर्दा चिकित्सा विज्ञान) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह 1992 में या उसके पश्चात् दी गई हो)।

(14) स्तंभ (2) में "दक्षिण गुजरात विश्वविद्यालय" के सामने प्रविष्टि "स्त्री रोग विज्ञान और प्रसूति विज्ञान में डिप्लोमा" प्रविष्टि और उससे सम्बन्धित स्तंभ (3) की प्रविष्टि के पश्चात् निम्नलिखित को अन्तःस्थापित किया जायेगा, अर्थात् :—

मान्यताप्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
2	3
"मास्टर आफ सर्जरी (कर्ण, नासा और कंठ विज्ञान)	एम. एस. (कर्ण, नासा कंठ विज्ञान) (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह 1985 में या उसके पश्चात् दी गई हो)
डिप्लोमा इन ओटोलारिंगोलोजी	डी. आई. ओ. (यह मान्यताप्राप्त अर्हता केवल तब होगी जब यह 1984 में या उसके पश्चात् दी गई हो)"

New Delhi, the 26th November, 1998

S.O.2620.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule:—

(1) against the 'University of Bombay', in the column 'Recognised Medical qualification' (hereinafter referred to as column (2), after the entry "Doctor of Medicine (General Medicine)" and the entry relating thereto in the column "Abbreviation for Registration" (hereinafter referred to as column (3), the following shall be inserted, namely:—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Doctor of Medicine (Obstetrics and Gynaecology)	M.D. (O&G) (This shall be a medical qualification only when granted in or after 1950)";

(2) against the "Bhopal University", in column (2), after the entry 'Doctor of Medicine (Forensic Medicine and the entry relating thereto in column (3), the following shall be inserted, namely:—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Master of Surgery (ENT)	M.S. (ENT) (This shall be a recognised medical qualification when granted in or after 1970)
Diploma in Otolaryngology	D.L.O. (This shall be a recognised qualification when granted in or after 1983)
Diploma in Obst. and Gynaecology	D.G.O. (This shall be a recognised qualification only when granted in or after 1975)";

(3) against the "Barkatullah University", in column (2), after the entry "Doctor of Medicine (Paediatrics)" and the entry relating thereto in column (3), the following shall be inserted, namely:—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Master of Surgery (ENT)	M.S. (ENT) (This shall be a recognised qualification only when granted in or after 1970)

(2)	(3)
Diploma in Otolaryngology	D.I.O. (This shall be a recognised qualification only when granted in or after 1983)
Diploma in Obst. and Gynaecology	D.G.O. (This shall be a recognised qualification only when granted in or after 1975) "

(4) against the "Calcutta University", in column (2), after the entry "Doctor of Medicine (Forensic Medicine)" and the entry relating thereto in column (3), the following shall be inserted, namely:—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Master of Surgery (ENT)	M.S. (ENT) (This shall be a recognised qualification when granted in or after 1973)
Diploma in Otolaryngology	D.I.O. (This shall be a recognised qualification only when granted in or after 1964)";

(5) against the "Calicut University" in column (2) after the entry "Master of Surgery (Thoracic Surgery)" and the entry relating thereto in column (3) the following shall be inserted, namely :—

Recognised Medical qualification	Abbreviation for Registration
(2)	(3)
"Doctor of Medicine (Bio-chemistry)	M. D. (Bio-Chemistry) (This shall be a recognised medical qualification only when granted in or after August 1981)";

(6) against the Mahatma Gandhi University, in column (2) after the entry "Master of Surgery (General Surgery)" and the entry relating thereto in column (3) the following shall be inserted namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Doctor of Medicine (Dermatology and Venerology)	M.D. (Derma. and Ven.) (This shall be a recognised qualification only when granted in or after 1984).

(7) against the "Jammu University" in column (2) after the entry "Doctor of Medicine (Physiology)" and the entry relating thereto in column (3) the following shall be inserted, namely :—

Recognised Medical qualification	Abbreviation for Registration
(2)	(3)
"Mester of Surgery (Anatomy)	M.S. (Anatomy) (This shall be a recognised qualification only when granted in or after 1982)";

(8) against the Kerala University in column (2) after the entry “Magistrar Chirurgiae (Neuro Surgery)” and the entry relating thereto in column (3) the following shall be inserted namely ;—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
“Doctor of Medicine (Tuberculosis)	M.D. (T. B.) (This shall be a recognised qualification only when granted in or after August 1984)
Diploma in Tuberculosis and Chest Diseases	D.T.C.D. (This shall be a recognised qualification only when granted in or after 1991)”;

(9) against the Kuvempu University, in column (2), after the entry “Diploma in Orthopaedics” and entry relating thereto in column (3), the following shall be inserted namely ;—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
“Doctor of Medicine (Bio-Chemistry)	M. D. (Bio-Chemistry) (This shall be a recognised medical qualification only when granted in or after August 1981)”;

(10) against the “Manipal Academy of Higher Education Manipal” in column (2) after the entry “Magister Chirurgiae (Cardio-theracic Surgery)” and the entry relating thereto in column (3), the following shall be inserted namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
“Master of Surgery (Anatomy)	M.S. (Anatomy) (This shall be a recognised qualification only when granted in or after June, 1982)
Doctor of Medicine (Radio-therapy)	M.D. (Radio-therapy) (This shall be a recognised qualification only when granted in or after 1980)
Doctor of Medicine (Pharamacology)	M.D. (Pharamacology) (This shall be a recognised qualification only when granted in or after January, 1973)”;

(11) Against the Mangalore University", in column (2), after the entry "Magister Chirurgiae Cardiothoracic Surgery)" and the entry relating thereto in column (3), the following shall be inserted, namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Master of Surgery (Anatomy)	M.S. (Anatomy) (This shall be recognised qualification only when granted in or after 1979)
Diploma in Veneral Diseases	D.V.D. (This shall be a recognised qualification only when granted on or after June, 1993)
Doctor of Medicine (Skin and V.D.)	M. D. (Skin and V. D.) (This shall be a recognised qualification only when granted in or after June, 1993)
Doctor of Medicine (Radiotherapy)	M. D. (Radiotherapy) (This shall be a recognised qualification only when granted in or after 1980)
Doctor of Medicine (Pharmacology)	M. D. (Pharmacology) (This shall be a recognised medical qualification only when granted in or after 1973)";

(12) against the Mysore University in column (2) after the entry "Master of Surgery (Anatomy)" and the entry relating thereto in column (3), the following shall be inserted, namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Diploma in Clinical Pathology	"D.C.P." (This shall be a recognised qualification only when granted in or after 1992)";

(13) against the (Sanjay Gandhi Post Graduate Institute of Medical Sciences, Lucknow," in column (2), after the entry "Magistrar Chirurgiae (Neuro Surgery)" and the entry relating thereto in column (3), the following shall be inserted, namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
"Doctor of Medicine (Radio-Diagnosis)	M. D. (Radio-Diagnosis) (This shall be a recognised qualification only when granted in or after 1994)
Magistrar Chirurgiae (Cardiothoracic Surgery)	M. Ch. (CVTS) (This shall be a recognised qualification only when granted in or after May, 1995)
Doctor of Medicine (Nephrology)	M. D. (Nephro.) (This shall be a recognised qualification only when granted in or after 1992)";

- (14) against the South Gujarat University, in column (2), after the entry "Diploma in Gynaecology and Obstetrics" and the entry relating thereto in column (3), the following shall be inserted, namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
'Master of Surgery (ENT)	M.S.(ENT) (This shall be a recognised qualification only when granted in or after 1985)
Diploma in Oto-Laryngology	D.L.O. (This shall be a recognised qualification only when granted in or after 1984)";

[No. V.-11015/5/97-ME (UG)]

S. K. MISHRA, Desk Officer

डाक विभाग

मुख्य पोस्टमास्टर जनरल कार्यालय

केरल परिमंडल

तिरुवनंतपुरम, 1 दिसम्बर, 1998

का.आ. 2621.—केन्द्रीय सरकार की राय में श्री पी.एच. शेल्वराजन, शाखा डाकपाल, विनोबानिकेतन (कार्यभार से स्थगित) से संबंधित विभागीय जांच के गवाहों के रूप में निम्नलिखित को बुलाना आवश्यक है।

1. श्रीमती पी.के. जगदम्बा, पौर्णमी, विनोबानिकेतन आर्यनाड

2. श्री ए. सन्तोष कुमार, सुपुत्र श्री अप्पुकुट्टन नायर, सुरेश भवन, मलवाडी, विनोबानिकेतन, आर्यनाड

विभागीय जांच (गवाहों की उपस्थिति और दस्तावेजों की प्रस्तुति प्रवर्तन) अधिनियम, 1972 (1972 का 18वां) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रत्यायोजन करते हुए, केन्द्र सरकार अब इस बास्ते श्री आर. रवीन्द्रन पिल्लै, सहायक अधीक्षक डाकघर, कोल्लम मंडल, कोल्लम-691001 को डाक व तार विभागेतर एजेंटों (आचरण एवं सेवा) नियम 1964 के संबंध में उक्त अधिनियम की धारा 5 में विनिर्दिष्ट शक्तियों का प्रत्यायोजन करने जांच प्राधिकारी के रूप में एतद्वारा प्राधिकृत करती है।

[सं. विज/1-1/95]

मारियाम्मा तोमस, सहायक पोस्टमास्टर

जनरल (सतर्कता)

DEPARTMENT OF POSTS

Office of the Chief Postmaster General, Kerala Circle
Tiruvananthapuram, the 1st December, 1998

S.O. 2621.—Whereas the Central Government of the opinion that for the purpose of the departmental inquiry relating to Sri P. H. Selvarajan, Branch Postmaster, Vinobaniketan (Put Off Duty), it is necessary to summon as witnesses:—

1. Smt. P. K. Jagadamba, Pournami, Vinobaniketan, Aryanad.

2. Sri A. Santosh Kumar, S/o Sri Appukuttan Nair, Suresh Bhavan, Malayadi, Vinobaniketan, Aryanad.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Departmental Inquiries Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby authorises Sri R. Ravindran Pillai, Assistant Superintendent of Post Offices, Kollam Division, Kollam-690 001 as the Inquiring Authority to exercise the powers specified in section 5 of the said Act in relation to the P&T E.D. Agents (Conduct and Service) Rules 1964.

[No. Vig/1-1/95]

MARIAMMA THOMAS, Asst. Postmaster General

(Vigilance),

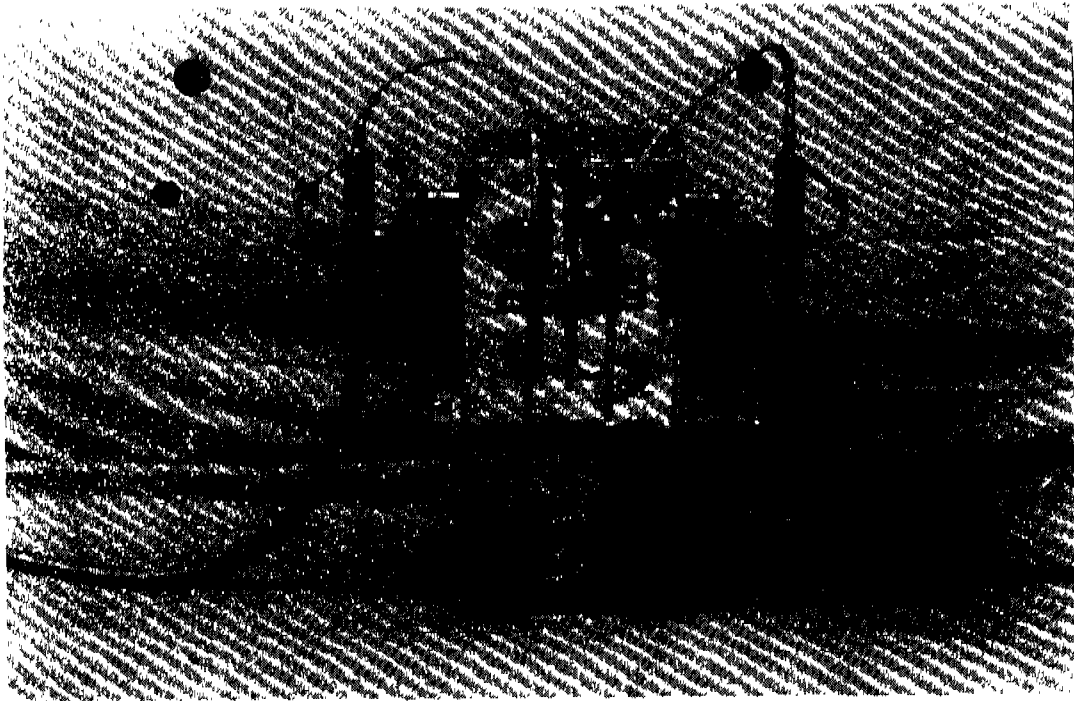
खाद्य और उपभोक्ता मामले मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 11 दिसम्बर, 1998

का.आ. 2622.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना यह है कि वितरण उपयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “आयात की द्रव्य भरण मशीन” के माडल का जिसका ब्रांड नाम “अरविंद” है और जिसका विनिर्माण मैसर्स अरविंद इण्डस्ट्रीज X 111/195 ईसर रोड साउथ त्रिपुणिथुरा-692306 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई.एन.डी./09/98/27 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;



यह माडल एक स्वचालित आयतनी द्रव्य भरण मशीन है जिसकी क्षमता 50 मि. ली. से 540 मि. ली. है जिसमें पिस्टन है भरण अभियंत्रण इस मशीन का उपयोग पेट्रोल, फार्मास्युटिकल्स, तेल रसायनों, सुपेयों, शहद और अन्य द्रव्यों के भरने के लिए किया जाता है।

[फा.सं. डब्ल्यू. एम. 21(123)/97]

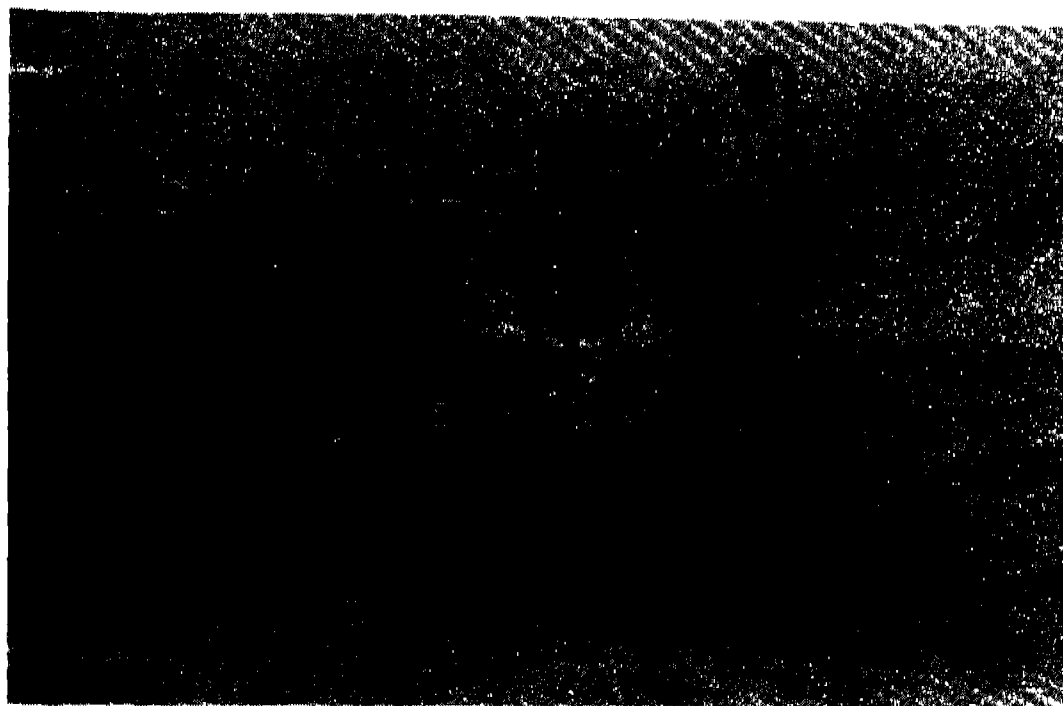
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप तोल

MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of Consumer Affairs)**

New Delhi, the 11th December, 1998

S.O.2622.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of 'Volumetric Liquid Filling Machine' with brand name 'ARAVIND' manufactured by M/s. Aravind Industries XIII/195, Eroor Road, Eroor South, Tripunithura—692 306 and which is assigned the approval mark IND/09/98/27 ;



The Model is an automatic Volumetric Liquid Filling Machines with the capacity of 50 ml to 540 ml incorporated with piston filling mechanism. This machine is used for filling paints, pharmaceuticals, oils, lotions, chemicals, soft drinks, honey, and other liquids. It works on 230v, 50HZ alternate current power supply.

[File No. WM 21(123)/97]

P A. KRISHNAMOORTHY, Director, Legal Metrology

श्रम मंत्रालय

नई दिल्ली, 18 नवम्बर, 1998

का. आ. 2623 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सर्वे रेलवे, पालघाट के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिल-नाडु, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-98 को प्राप्त हुआ था।

[सं. एन.-41012/109/96-आई आर (बी. I)]

सी. गंगाधरन, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 18th November, 1998

S.O. 2623.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Tamil Nadu, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Southern Rly., Palghat and their workman, which was received by the Central Government on 16-11-1998.

[No. L-41012/109/96-IR (B.I.)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU CHENNAI

Wednesday, the 2nd day of September, 1998

PRESENT :

Thiru S. Ashok Kumar, M.Sc., B.L., Industrial Tribunal
Industrial Dispute No. 20 of 1998

In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act., 1947 between the workmen and the management of Southern Railway, Palghat).

BETWEEN

The workman represented by :

The General Secretary,
Southern Railway Labour Union.
Edappalli North, P.O.,
Cochin-24 628 024

AND

The Senior Divisional Personnel Officer,
Southern Railway,
Palghat-678 001.

REFERENCE :

Order No. L-41012/109/96-IR (B.I.), Ministry of Labour,
dated 16-1-98, Govt. of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru G. Kalyanasundaram, Counsel for the Management, upon perusing the reference and other connected papers on record and the workman being absent, this Tribunal passed the following.

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the management of Southern Railway, Palghat in reverting the services of Shri R. Mani, from Cabinman to Sweeper-cum-Porter for 3 years with effect from 25-10-91 is just, proper and legal ? If not, to what relief is the workman entitled to ?"

Petitioner served, Petitioner called absent. Dismissed for default.

Dated, this the 2nd day of September, 1998.

THIRU S. ASHOK KUMAR, Industrial Tribunal

नई दिल्ली, 18 नवम्बर, 1998

का. आ. 2624 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, लखनऊ के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-11-1998 को प्राप्त हुआ था।

[सं. एन.-41012/14/97-आई आर (बी. 1)]

सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 18th November, 1998

S.O. 2624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Rly., Lucknow and their workman, which was received by the Central Government on 13-11-1998.

[No. L-41012/14/97-IR (B.I.)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR

In the matter of dispute :

BETWEEN

Sri Gaya Prasad son of Sri Dev and 15 others,
Village Rampur Garhi, Post Office Nigohan,
District Lucknow.

AND

The Division Railway Manager,
Northern Rly. Hazaratganj, Lucknow.
Industrial Dispute No. 227/97

APPEARANCE :

Hamid Quorishi—for the Rly. and R. P. Narain—for the workmen.

AWARD

1. Central Govt. Ministry of Labour New Delhi has referred the following dispute for adjudication to this Tribunal vide their notification No. L-41012/14/97-I.R. (B-I), dated 19-11-91 :

Whether the action of the management of Divisional Rly. Manager Northern Rly. Lucknow was justified in terminating the services of Sri Gaya Prasad and 15 others w.e.f. 15-12-80 in violation of section 25F and H of Industrial Disputes Act, 1947, If not to what relief the concerned workmen are entitled ?

2. In this reference there are 16 workmen viz., Gaya Prasad, Bhikha Lal, Kalloo, Ram Sanehi, Jagmohan, Mahadeo, Satyanarain Ram Khilawan, Baratilal, Raja Ram,

Sri Ram. Ram Prasad Mohan Dwerika. Purnmasi and Ram Kewal. The case of all these concerned workmen are that they were engaged on 1-8-80 as gangman and they were removed from service on 15-12-80. During this period they had acquired temporary status by working for more than 120 days, hence they could not be removed from service without notice under rule 2304 of the Indian Railway Establishment Manual, as such their termination is bad.

3. The opposite party northern railway has alleged that concerned workmen were not engaged in usual course. Instead they were engaged in project. They had not completed 120 days of continuous service.

4. It may be mentioned that earlier the concerned workmen had filed writ petition before the Hon'ble Court in 1981, regarding their termination. After constitution of Central Administrative Tribunal this case was transferred to that tribunal. By judgment and order dated 26-11-96 it was found by the tribunal that relief could not be granted by it and the matter ought to have been examined by this tribunal. On the basis of his order the instant reference has been made.

5. In support of their case workmen has examined Gaya Prasad, W.W.1 Sriram W.W.2, Rajaram W.W. 3 and Ram Kewal W.W.4. Out of the only Raja Ram has filed service card. The others have stated that their service cards were destroyed in flood. Even Raja Ram could not produce the original one. There is no evidence in rebuttal. There is no evidence to prove the claim of the remaining workmen. In any case I am not inclined to believe the evidence of these three witnesses as it is not supported by any service card or other reliable documents. After a lapse of such a long time it is obvious that the railway is not expected to produce the record. In any case I am of the opinion that the case of the concerned workmen that they had completed 120 days have not been proved as such they have not acquired temporary status. Consequently there was no need for compliance of rule 2304 of India Railway Establishment Manual.

6. In view of above discussion my award is that termination of the concerned workmen is not they are not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 नवम्बर, 1998

का. प्रा. 2625:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, लखनऊ के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनवरत में निदेशित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-11-98 को प्राप्त हुआ था।

[सं. एल.-41012/45/89-आई आर (बी. I)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 18th November, 1998

S.O. 2625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employer in relation to the management of Northern Rly., Lucknow and their workman, which was received by the Central Government on 13-11-98.

[No L-41012/45/89-IR (B.I.)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 28 of 1997

In the matter of dispute :

BETWEEN

Divisional Personnel Officer,
Northern Railway Hazratganj,
Lucknow,

AND

The Assistant General Secretary,
Uttar Railway Karamchhari Union,
39-II-J Multi-storied Rly. Colony,
Charbagh Lucknow.

APPEARANCES :

Hamid Quereshi—for the Railway.

AND

Ravi Pratap Narain—for the Workman.

AWARD

1. Central Government, Ministry of Labour vide Notification No. L-41012/45/89-IRB-I dated 3-1-97, has referred the following dispute for adjudication to this Tribunal :—

Whether the D.P.O. and A.E.N. II Northern Railway Lucknow was justified in terminating the services of Sri Gaya Prasad S/o. Sri Ram Khiaawan w.e.f. 14-6-81 in violation of section 25F of I.D. Act. If not to what relief the workman is entitled to ?

2. It may be mentioned that during the pendency of the instant case the concerned workman Gaya Prasad has died.

3. In the claim statement it was alleged that the concerned workman was engaged by the opposite party Northern Railway as gangman on 26-7-78 and he worked upto 14-6-81. In this way he had completed more than 240 days yet his services were terminated in breach of provisions of Sections 25F, G and H of I.D. Act.

4. The opposite party has denied that the concerned workman had completed 240 days in a year. Further there is delay in seeking reference.

5. In the rejoinder nothing new has been said.

6. In support of his case Gaya Prasad W.W.1 has examined himself and has stated that he had worked at Barabanki as gangman. he was removed from service on 14-6-81. He had completed 240 days. At the time of retrenchment no notice pay and retrenchment compensation was given to him. Opposite party has been given opportunity to adduce evidence but they failed to give evidence. In this way the evidence of the concerned workman is un rebutted. Accordingly it is accepted. In this way it is held that there had been breach of provisions of section 25F of I.D. Act. in termination of the concerned workman.

7. There is no evidence to show that there had been breach of provisions of section 25G and H of I.D. Act. As the concerned workman died during the pendency of reference no order for reinstatement can be given. Instead a sum of Rs. 10000/- is payable in lieu of reinstatement is awarded.

8. As regards delay there is copy of order of judgment of CAT dated 26-11-96 in case No. 410/90, which goes to show that Tribunal has directed the Government of India to make reference and in this way the present reference has been made. Thus delay has been explained.

9. In view of above discussion the heirs of the concerned workman will be entitled for Rs. 10,000 as compensation in lieu of reinstatement as reinstatement is not possible despite termination being bad because of the death of the concerned workman.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 नवम्बर, 1998

का. आ. 2626:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, देहरादून के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-11-1998 को प्राप्त हुआ था।

[सं. एल.-12012/37/97-आई आर (बी. I)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 18th November, 1998

S.O. 2626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, Dehradun and their workman, which was received by the Central Government on the 13-11-1998.

[No. L-12012/37/97-IR(B.I.)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT PANDU NAGAR, KANPUR, U.P.

Industrial Dispute No. 223 of 1997

Hemant Kumar
C/o V. K. Gupta
2/363 Namneer Agra

AND

The Assistant General Manager
State Bank of India
Rajpur Road, Dehradun.
Rajpur Road Dehradun.

APPEARANCE :

V. K. Gupta for the workman and S. N. Sharma for the Bank.

AWARD

1. Central Government, Ministry of Labour, vide notification no. L-12012/37/97-IR. B-I, dated 5-11-1997 has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of State Bank of India, Dehradun to dismiss the services of Sri Hemant Kumar clerk cashier Dehradun notice w.g.f. 1-9-95 is legal and justified? If not, to what relief he is entitled?"

2. The concerned workman Hemant Kumar was admittedly working as cashier clerk at Dehradun Branch of the Bank. He was issued a chargesheet dated 9-8-1994, copy of which is enclosed as Annexure A. One O. P. Chaudhary an officer of the bank was appointed as enquiry officer. He submitted his report on 1-2-1995 after completing enquiry. Acting upon this report the management has awarded punishment by way of dismissal from service by order dated 5-9-1995. Feeling aggrieved the concerned workman has raised the instant industrial dispute. In the claim statement the propriety and fairness of domestic enquiry was challenged which fact was denied by the management. Hence a preliminary issue was framed regarding fairness and propriety of domestic enquiry.

3. I have heard both sides and have gone through the record. It has been urged by the authorised representative of the workman that the concerned workman was not afforded opportunity to cross examine the management witness and further to adduce evidence in defence. A perusal of enquiry proceedings would go to show that on 9-8-94 the concerned workman was shown original documents and 28-11-1994 was fixed for evidence of the management. The concerned workman did not turn up on the ground of illness of his mother-in-law. Hence 14-12-1994 was fixed. On 14-12-1994, the concerned workman once again remained absent, hence the management examined A. S. Oberoi M.W. 1 B. K. Arora M.W. 2 and Harish Kumar M.W. 3 besides Ext MW 1 to 8 were filed. Thereafter the enquiry officer closed the case. In my opinion the proceedings cannot be said to have been held according to law. There are three important circumstances which governs the holding of fair and proper enquiry. In the first place person has to be given intelligible chargesheet by the competent authority. In the second place evidence of management witness should be examined and due opportunity is to be given to such workman for cross examination. Thirdly and not the least important requirement is to afford opportunity to adduce evidence in defence, lastly arguments are to be heard. If there is breach of any of these requirement the enquiry will be contrary to principal of natural justice. In the instant case I find that after 14-12-1994 the witness of the management were examined but no opportunity was given for adducing evidence in defence. Apart from this I find that the concerned workman had applied through post for adjournment on 14th December, 1994 on the ground that he had sustained injuries, before this tribunal concerned workman has adduced evidence to prove the fact that he had applied for adjournment through post. O. P. Chaudhary M.W. 1 enquiry officer has stated that he had sustained injuries. Before this triad had admitted in cross examination that the male is received in the office of the bank premise. It appears that from the bank this letter was not handed over to the enquiry officer. In any case it is held that application was sent by post and in this way there is a presumption that such application would have been reached the addressee. Hence the concerned workman had applied for adjournment. There was no inordinate delay in holding of enquiry as it was only third date of hearing hence it cannot be said that the concerned workman had adopted dilatory tactics. Having gone through the record I have taken note of the fact that enquiry officer has heavily relied upon the admission of the concerned workman whereas in reply the workman has stated that this admission was obtained as W.W.1. He had further given clarification denying certain acts and gave explanation regarding certain acts. In my opinion had opportunity been given to the concerned workman he could have done so. In this way I come to the conclusion that the concerned workman has been prejudiced in holding of enquiry. Accordingly I come to the conclusion that enquiry was not fairly and properly held. It is set aside. As the management has not reserved their right in the written statement to prove the misconduct hence such an opportunity is not given to them.

4. In view of above discussion as the enquiry report has been vitiated and as the punishment is based on such defective enquiry my award is that the punishment awarded to the concerned workman is bad in law consequently he will be entitled for reinstatement with back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 नवम्बर, 1998

का. आ. 2627:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय ग्रामीण बैंक सोनापुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/163/96-आई आर (बी. I)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 18th November, 1998

S.O. 2627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhagirath Gramin Bank, Sitapur and their workman, which was received by the Central Government on 13-11-98

[No. L-12012/163/96-IR (B.I.)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 158 of 1997

Industrial Dispute :

BETWEEN

Seema Devi wife of Ashok Kumar,
Balmik Colony Daliganj,
Lucknow.

AND

The Chairman Bhagirath Gramin Bank,
12, Civil Lines, Sitapur.

AWARD

1. Central Government, Ministry of Labour vide notification No. L-12012/163/96/I.R. (B) dated 26-8-97, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the Chairman Bhagirath Gramin Bank, Sitapur to dismiss the service of late Ashok Kumar Balmiki clerk is legal and justified. Whether the punishment awarded to him was proportionate to the misconduct done by him? If not to what relief Smt. Seema Devi W/o. Sri Ashok Kumar Balmiki is entitled?

2. The deceased workman Ashok Balmiki was an award employee of the opposite party Bhagirath Gramin Bank. He was issued a chargesheet dated 11-2-94 which comprised of two parts. The first charge related to an incident dated 26/27/3/95. At that time the deceased workman was working as junior clerk cum assistant cashier at Bahadurganj branch of the opposite party bank. It is alleged that one account holder Gulam had given him Rs. 200/- for being deposited in his account. the deceased workman has misappropriated the same. Next it is alleged that he in September 1989, while he was posted at Budauli Branch of the opposite party as junior clerk cum Assistant Cashier, he misappropriated Rs. 750/- which was handed over to him by the customer Hiralal.

3. Enquiry was held by an officer of the bank M. P. Srivastava. In his report dated 20-3-92, he found that both charges were proved. On the basis of this report the concerned workman has been removed from service by order dated 20-8-92. After this dismissal order the concerned workman died on 3-1-93. Thereafter his widow Smt. Seema Devi has raised the instant industrial dispute. In the claim statement inter alia the fairness and propriety of domestic enquiry has been challenged which fact has been denied by the opposite party management.

4. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. Vide finding dated 11-8-98 it was held that enquiry was fairly and properly held. Thereafter it was fixed for arguments on the question of quantum of punishment. On 7-1-98 the authorised representative for the workman applied for adjournment when the case was listed for arguments, that application was rejected. Thereafter nothing was said regarding quantum of punishment.

5. Having regard to the nature of misconduct I find that he had been found guilty of misappropriation of money. There are no extenuating circumstances. In its absence the order of dismissal is quite proportionate to the misconduct as in such cases loss of confidence is also involved. Hence my award is that the concerned workman's removal from service is justified and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 नवम्बर, 1998

का. धा. 2628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है; जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/92/95-आई आर. (बी. -II)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 20th November, 1998

S.O. 2628.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 18-11-98.

[No. L-12012/92/95-IR (B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH.

Case No. I.D. 111/96

BETWEEN

Parveen Kumar

Versus

Punjab National Bank

APPEARANCES :

For the workman : Workman in person.

For the management : Shri Jasmer Singh.

AWARD

Passed on 27th July, 1998

The Central Govt., Ministry of Labour, vide Gazette Notification No. L-12012/92/95-IR (B-2) dated 2nd December, 1996 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab National Bank, Hissar for treating the workman Shri Parveen Kumar as unauthorised absence for the period from 14-4-88 to 15-7-90 is just, fair and legal? If not, to what relief he is entitled?"

2. Today the case was fixed for filing of claim petition but the workman today made the following statement :

"My case is fixed for today for filing of claim statement. I do not want to pursue with the reference No.

111/96 fixed for today as I am unable to pursue with the present reference. The same may be returned as not pursued and deemed to be withdrawn."

3. In view of the above recorded statement of the workman, since he does not want to pursue with the present reference, the present reference is returned to the Ministry. Ministry be informed accordingly.

Chandigarh,
27-7-98

B. L. JATAV, Presiding Officer

नई दिल्ली, 20 नवम्बर, 1998

का. आ. 2629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्र बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, खंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एन.-12012/254/91-आई मार (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 20th November, 1998

S.O. 2629.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 18-11-98.

[No. I-12012/254/91-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID 4/92

K. K. Sharma son of Shri Bali Ram Sharma, resident of Naltei, Tehsil Dehra Gopipur, District Kangra (HP). .. Petitioner.

Versus

The management Canara Bank, Jammu through Deputy General, Circle Office, Canara Bank, Sector-34, Chandigarh.

APPEARANCES :

For the workman.—Shri D. R. Kainth, Advocate.

For the management.—Shri Ashok Jagga, Advocate.

AWARD

Passed on

The Central Govt. vide its Gazette Notification No. I-12012/254/91-IR B-II dated 31st December 1991 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Canara Bank in terminating the services of Shri K. K. Sharma Clerk, is justified? If not, to what relief is the workman entitled."

2. In order to answer the reference both the parties have submitted their pleadings by way of submitting claim statement and written statement. The case of the workman petitioner is in brief is that he was employed as subordinate in Laxmi Commercial Bank, Una in the year 1978 and continued working there regularly as such till the year 1981. He was promoted to the post of clerk cum-cashier and transferred from Una to Laxmi Commercial Bank branch Jammu. In the year 1984-85 Laxmi Commercial Bank was merged into Canara Bank. Thus the applicant was treated under employment of respondent Bank.

3. The workman/petitioner proceeded on leave w.e.f. 29-8-86 for a week by submitting an application to the Senior Manager Shri Balakrishnan because the workman was ill. During the leave period his parents died suddenly consequently the workman was mentally disturbed and fell seriously ill for a long time. He reported for duty on 5-2-1987 with an application requesting regularisation of his leave supported by a medical certificate. He also requested for further extension of leave because he was not fully well. The management did not show any sympathy with the workman and did not allow the workman to mark his presence in the register. After this incident the workman informed the management about his illness vide telegrams dated 23-3-1987 and 18-8-87. The workman also sent a letter to management on 6-10-1987. After his recovery from the illness the workman was not allowed to join his duty and he was treated as voluntarily retired bank employee. Consequently the workman moved the ALC(C) Jammu for conciliation proceedings. During the conciliation proceedings the management averred that the management had treated the workman as voluntarily retired employee and his services were discontinued w.e.f. 4-2-1987. He was also treated on Leave Without Pay from 5-2-87 to 4-8-87. Consequently the workman referred the matter to the Central Govt. Ministry of Labour. Hence the aforesaid reference has been made by the Central Govt. to this Tribunal.

4. The management has averred in its written statement that the services of the workman were terminated treating him as voluntarily retired employee of the Bank in the light of the Bipartite Settlement. The workman has caused cessation of employment voluntarily, therefore, the workman is not a 'workman' within the definition given under Section 2 of the ID Act 1947. Therefore, there is no dispute between the workman and the management in the light of the said section. Therefore, the reference is not maintainable.

5. It has been pleaded by the management in its written statement that the workman wilfully remained absent from duty for a long period, therefore, according to the terms of the Bipartite Settlement his services were discontinued treating him voluntarily retired employee. The management had sent so many letters to direct him to join the duties but the workman failed to join his duties. Ultimately the management despatched a notice to show cause why he would not be treated as a voluntary retired employee. This letter was posted at the last known address recorded in the Bank. But that notice came back unserved with the note that the addressee is on long leave as such the management has followed the principle of natural justice. The case submitted by the workman is false and baseless. Consequently the reference should be answered in affirmative manner.

6. The workman has submitted his affidavit and photo copies of medical certificates and prescription cards. He has deposed in his affidavit and cross-examination that he fell ill so he applied for leave w.e.f. 29-8-1986. During the leave period his father and mother died. Consequently he applied for extension of leave from time to time. He reported for duty on 5-2-1987 and submitted his leave application alongwith medical certificates. He was not allowed to mark his presence in the attendance register by the then bank Officer. After this

incident he applied for extension of leave on medical grounds and sent telegrams on 1-3-1987 and letter dated 18-8-1987 and 6-10-1987 which have been marked as Ex. W2 to Ex. W8.

7. On going through the cross-examination of the workman, it is found that he is unable to tell the Tribunal that on what dates his father and mother died in the year 1986. He has not submitted their death certificates. The photocopies of medical certificates Ex. W2, W3 and Ex. W5 bear dates as 6-2-1987, 7-4-1987 and 3-4-1989 respectively. The prescription card Ex. W4 relates to 9-9-1987. After the discontinuance of the services of the workman on 4-8-1987. The witness of the management M. Nagender has deposed that no leave application was sent to the management with medical certificate. He remained absent for a long period and the management issued the letters and notices to the workman directing him to join services. The photocopies of the letters have been marked as Ex. M1 to Ex. M3. Final notice was also given to the workman on the last known address but the workman did not turn up and report for duty.

8. On going through the cross-examination of M. Nagendra, the witness of the management, it is found that no leave application was sent by the workman to the Bank. The workman is also unable to submit any acknowledgement for sending leave applications in this case. The testimony of the management's witness is based on official record. This witness has no personal knowledge relating to dispute. Even though the burden of proof of his case lies on the workman. The medical certificates submitted by the workman are not convincing in the light of the averments made in claim statement. In para 2 of claim statement it is averred that he became mentally disturbed because of the death of his parents. The medical certificates do not give any indication that the workman was mentally sick. In claim statement other ailments has not been mentioned by the workman by which he was suffering during the leave period. Thus material placed before this Tribunal shows that the workman remained absent willfully from the duty.

9. The arguments have been advanced by the representative of the workman that the services of the workman were terminated by the management without conducting any disciplinary enquiry. He was not given a show cause notice for his absence from duty, therefore, the workman is entitled to be reinstated on the post of cashier. In support of this arguments JT 1993(3) S.C. 47 Upton India Ltd. vs. Shammi Bhan and Others, N. Raji. Reddy petitioner Vs. The Varangal District Operator Central Bank Ltd. and others (1995 Lab. IC NOC 45 Andhra Pradesh), Food Corporation of India Vs. The Union of India and others [JT 1998 (iii) S.C. 56] have been cited on behalf of the workman. In these case laws, it has been laid down that before terminating the services of a workman, departmental enquiry must be held following the principle of natural justice and show cause notice must be given to the workman for explaining his inability to join the duty and remained absent from duty. But these case laws are not applicable and do not support the case of the workman.

10. In this case the management sent a letter dated 6-2-1987 (Ex. M1) and letter dated 4-7-1987 (Ex. M2) by post on the last known address of the workman. The letter dated 4-7-1987 (Ex. M2) is a notice which was given by the management to the workman on the last known address which came back unserved. After this the workman was treated as voluntarily retired w.e.f. 4-8-1987. The letter in this effect is Ex. M3 which was sent on the last known address of the workman. The notice is Ex. M2 was sent within the envelop which has been marked Ex. M5. This letter returned unserved with the remarks that 'the addressee is on long leave without address'. It means the postal authorities had approached to the last known address of the workman. In this way the management has followed the principle of natural justice and it has given opportunity to the workman to explain in his absence from duty. The Hon'ble Supreme Court of India has held in State of Madhya Pradesh Vs. Hira Lal (1997 ISJ (banking) 620) that if the notice is returned with postal remarks 'not available in the house', 'house locked' and 'shop closed' it must be deemed that notice has been served. In the light of this case law this Tribunal comes to the conclusion that the management has given to the workman an

opportunity to explain his absence. Therefore, this argument can not be accepted that his services have been terminated without conducting any domestic enquiry.

11. In this case the management has terminated the services of the workman in the light of the Bipartite Settlements dated 8-9-1983, the photocopy of this clause has been submitted by the management. Para 16 of this settlement relates to voluntary cessation of employment by the employee, which provide that before terminating the services of the workman a notice of 30 days must be given so as to enable the workman to explain his absence. In the light of this provision the Tribunal comes to the conclusion that the termination of the services of the workman is justified. In support of this conclusion 'Hindustan Fertilizer Corporation Vs. Subhash Chander Mukherjee [1992 ILL N 164 (Calcutta)], Iqbal Mohammed Yusuf Ali Patel Vs. Deputy Dist. Development Officer (Revenue) Branch 1991 Special Civil Application No. 4695 of 1990 dated 17-9-1990' may also be referred. In these case laws it has been held that the services of the absentee workman can be terminated by following the principle of natural justice and giving him an opportunity to show cause of his failure in joining his duties.

12. The arguments have been advanced on behalf of the workman that the workman should be treated as 'retrenched' and in this case Section 25-F of the I.D. Act, 1947 is applicable. But this argument can not be accepted in the light of the 'FCI vs. Union of India and other IT 1998 (3) SC 56; in which the Hon'ble Supreme Court has considered the scope of the word 'retrenchment' which occurs in Section 25-F of ID Act, 1947, therefore, this case law does not support the workman.

13. On the basis of the above discussion, the reference is answered in affirmative holding that the action of the management of Canara Bank in terminating the services of Shri K. K. Sharma clerk is justified. Consequently he is not entitled to any relief. Appropriate Government be informed.

Chandigarh.

5-10-1998.

B. L. JATAV, Presiding Officer

नई दिल्ली, 20 नवम्बर, 1998

का. आ. 2630 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण—I, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/260/96-आई आर (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 20th November, 1998

S.O. 2630.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-I, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 18-11-1998.

[No. L-12012/260/96-IR-(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial Tribunal-I, Hyderabad.

Monday the 14th day of September, 1998

Industrial Dispute No. 51 of 1997

BETWEEN

The General Secretary,

Dena Bank Employees Union
C/o Dena Bank, Bank Street,
Hyderabad-500001.

.. Petitioner.

AND

The General Manager (P),
Dena Bank, Head Office,
Maker Tower, E Cuffe Parade,
Bombay-400005.

.. Respondent.

This case coming before me for final hearing on 31-8-98 in the presence of Sri Prithvi Raj, representative for the petitioner and Sri Parmeshwar G, representative for the respondent and having stood over to this day for consideration, the Court delivered the following :

AWARD

The Government of India, New Delhi by its Order No. L-12012/260/96/IR(B-II), dated 5-8-1997 made a reference to this Tribunal U/Sec. 10(1)(d) and Sec. 2(A) of the I.D. Act, 1947 for adjudication of Industrial Dispute mentioned in the schedule which reads as follows :

"Whether the action of the management of Dena Bank, Hyderabad in terminating the services of Shri Narsimloo, Ex-Badli Peon with effect from 2-2-95 without following the Sec. 25-F of Industrial Disputes Act is legal and justified ? If not, to what relief the said workman is entitled ?"

2. Apart receipt of the summons, both the parties appeared through their representatives and filed their pleadings.

3. In the claim statement filed by the General Secretary Dena Bank Employees Union, it is stated that the workman Narsimloo worked as Badli Peon in Tandur branch of the respondent bank from November 1989 to July 1991 and again from 28-8-1992 to 2-2-1995 continuously. And his cause was taken up by the union for confirmation of his service as a permanent employee in terms of Bipartite settlement in force as per which temporary employees working for more than 90 days continuously in a permanent vacancy if it is not filled up, is entitled for permanent employment. During the structural meeting (Industrial Relations meeting for solving grievances of the employees) the case of the workman Narsimloo was taken up several times by the union. Hence the management has abruptly terminated his services without assigning any reason and thereby violated the provisions of the Industrial Disputes Act. It is further stated in the claim statement that the union has held discussions at All India Level also in empanelling the Badli Peons and absorbing the employees who have completed 240 days and an agreement to that effect was also reached on 25-9-1992. It is contended that the management with an intention to deprive the legitimate claim of Narsimloo has terminated his services with effect from 21-2-1995 and did not absorb him though several other sub-staff are recruited in Andhra Pradesh including one Mr. Prabhakar as a permanent employee in the place of workman Narsimloo and even though all the employees are empanelled as per the settlement dated 25-9-1992 except the workman Narsimloo. The union thus contended that the termination of service of the workman Narsimloo is illegal and the respondent may be directed to reinstate him with all attendant benefits including continuity of service.

4. The respondent bank filed a counter contention that the reference is not maintainable as the empanelment of the workman Narsimloo is not an Industrial Dispute as defined U/s. 2(k) of the I.D. Act and there is no privity of contract between Narsimloo and respondent. It further contended that the empanelment of the name of the person is not a condition of service as such the reference is liable to be rejected on that ground itself. It however admitted that the workman Narsimloo was engaged as Badli Peon from November, to February 1995 as Tandur branch for the exigency of work. It further contended that he did not work continuously but intermittently. It also took the stand that as per para 207 of the first Bipartite settlement dated 9-10-1966, the respondent bank is entitled to engage service of such a person for a limited period of work which is essentially

temporary in nature and the employee has not put in 240 days of continuous service within a period of one year to attract the provisions of Sec. 25-F of the I.D. Act. Hence the question of violation of the said provision does not arise. It further contended that according to recruitment procedure of the respondent bank outlined in the light of Government guidelines and Bipartite settlement dated 9-10-1966, the respondent is required to call a list of candidates who fulfil the conditions of age, qualification, etc., from the employment exchange and from the said list, empanelment of eligible candidates will be prepared in the order of merit and selected after interview and as the name of worker Narsimloo has not been sponsored by the employment exchange the question of empanelment does not arise and further he has not put in the required service. It thus prayed to reject the reference.

5. Upon the above contentions, the following point arises for consideration :

"Whether the action of the management of Dena Bank, Hyderabad in terminating services of Sri Narsimloo Ex. Badli Peon with effect from 2-2-95 without following Sec. 25-F of the Industrial Disputes Act is legal and justified. If not, to what relief the said workman is entitled ?"

6. On behalf of the petitioner union, the affected workman K. Narsimloo examined himself as WW1 and he spoke to the averments in the claim statement and filed Exs. W1 to W15 and further one K. Narsimha Reddy who is working as Accountant in Saroornagar Branch of the respondent was examined as WW2. On behalf of the respondent bank, the Manager of Tandur branch by name Laxmanachary was examined as MW1 and one G. Prabhakar Rao who worked as Manager of Tandur Branch of Dena Bank from July, 1993 to 1996 was examined as MW2 and Exs. M1 to M3 are filed on behalf of the respondent bank.

7. Point : The union is seeking reinstatement of WW1 Narsimloo who worked as Badli Peon in Tandur branch from November, 1989 to February, 1995. Initially he worked from November 1989 to July, 1991. He was re-engaged from August, 1992 to February 1995 with effect from 2-2-95 his services were terminated orally MW2 who worked as branch manager of Tandur branch has also engaged WW1 as Badli Peon as and when the subordinate staff was on leave and payment was used to be made at the rate of Rs. 150/- per month. Ex. M2 are the bunch of vouchers under which WW1 was paid wages either daily, weekly or monthly as desired by WW1. Ex. W13 is the pass book issued to WW1 by Dena Bank and his wages have been credited in the account of WW1 from 25-9-92 to March 1994. Ex. W1 is the letter given by WW1 on 18-2-93 for payment of eligible wages from 28-8-92. While Ex. W2 is the xerox copy of Ex. W13 pass book. Ex. W3 and W4 are the letters addressed by MW2 to WW1 to attend as a management witness in a theft case. Ex. W5 is the list sent by employment exchange containing the name of WW1. Ex. W6 is the statement showing number of days WW1 worked as a sub-staff and clerk in Dena Bank. Ex. W7 and W8 are the letters addressed by the Branch Manager to the regional office stating that WW1 is working as sub-staff in the leave vacancy. Ex. W9 is the letter of the regional manager asking the branch manager to furnish certain information with regard to engagement of WW1 as badli peon. Ex. W10 is the letter written by the Regional Manager to the branch manager bringing to his notice a settlement dt. 25-9-92 regarding the absorption of certain temporary employees. Ex. W11 is the letter written by the branch manager to the regional manager in reply to Ex. W9, giving the details of WW1. Ex. W12 is the minutes of the Bipartite committee with All India Dena Bank Employees Coordination committee. Ex. W15 is the letter dt. 14-12-93 addressed by MW2 to the employment exchange to send a panel of names. Ex. M3 is the letter received from the regional office on 25-1-95 by the branch manager advising to stop the practice of appointing badli peons from outsiders and questioning as to why they have engaged WW1. Pursuant to Ex. M3, service of WW1 was terminated with effect from 2-2-95. Ex. W14 is the representation sent by the petitioner WW1 for his reinstatement. The above facts are not in dispute and they are spoken to by the witnesses examined in this I.D.

8. According to the petitioner the workman Narsimloo worked for more than 240 days i.e. from November 1989 to July 1991 and again from 28-8-92 to 2-2-95 on which date his service was terminated orally on receipt of Ex. M3 letter from the regional office by the branch manager and that at any rate he worked for more than 240 days in a calendar year prior to date of termination as such he is liable to be reinstated and entitled to all attendant benefits as Sec. 25F of the I.D. Act is not complied with and as the action of the management is contrary to the Bipartite settlement entered into by the management with the employees on 18-4-94 and though his name was recommended by the employment exchange as per Ex. W5. It is submitted Ex. W6 work statement filed by the workman, would clearly show that he worked continuously for 240 days and thus disproves Ex. M1 statement filed by the management. The respondent on the other hand contended that WW1 was engaged purely on temporary basis as and when the substaff was on leave. He did not work continuously much less for 240 days in a calendar year so as to claim absorption or empanelment and further as per the rules of recruitment candidates have to be sponsored by the employment exchange that there is no violation of Sec. 25-F of the I.D. Act and his disengagement will not amount to retrenchment being a casual employee.

9. The burden of proof admittedly rests on the workman to show that he worked for more than 240 days in the calendar year preceding the date of termination, so that his termination can be termed to be retrenchment and as the bank terminated him without following the procedure prescribed U/s. 25-F of the I.D. Act, he will be entitled to reinstatement with backwages.

10. Sec. 25-F Conditions precedent for the retrenchment of workman :—

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).

As per the above section, the workman who worked for not less than a year counting backward from the date of termination cannot be terminated without giving one month's notice or pay for one month and also compensation which shall be equal to 15 days average pay for every completed period of continuous service.

11. Continuous service is defined U/s. 25-B which reads as follows :—

- (1) a workman shall be said to be in continuous service, for a period if he is, for that period, in uninterrupted service, including service, which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lockout or a cessation of work which is not due to any fault on the part of the workman.
- (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year six months, he shall be deemed to be in continuous service under an employer :—

(a) for a period of one year, if the workman, during period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer not less than :—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine and

(ii) two hundred and forty days, in any other case.

(b) for a period of six months, if the workman during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than :—

(i) ninety five days, in the case of a workman employed below ground in a mine and

(ii) one hundred and twenty days in any other case.

12. Thus the petitioner has to prove that he worked for 240 days counting backwards from 2-5-95 which is last day of his work according to him. As per the decision reported in 1997 LLR 1126 Indian Silk Manufacturing Company Private Limited, vs. Ram Prasad Jaishwal and others, the initial burden is on the workman to prove that he worked for 240 days or more, then only the burden shifts to the management. The petitioner filed Ex. W6 statement showing the dates on which he worked in the Tandur branch of the respondent bank besides Ex. W13 pass book, Ex. W3 and Ex. W4 letters addressed to him by MW2. The respondent on the other hand filed Ex. M1 besides Ex. M2 bunch of vouchers. The evidence of WW1 would show that he worked continuously from November 1989 to July, 1991 and again from 28-2-92 to 2-2-95. He however admitted that he worked intermittently. He denied suggestion that he was engaged only when the sub-staff was on leave. MW1 stated that WW1 worked as badli sepyo on temporary basis from 1989 to 1993 on different dates while evidence of MW2 would show that WW1 worked in the year 1994 and 1995 also upto February 1995. As stated above WW1 filed documentary evidence also to substantiate his claim that he worked for more than 240 days in a calendar year prior to the date of his termination.

12. (a) A perusal of Ex. W6 statement filed by the WW1 would show that he was paid Rs. 15/- per day on all the days he worked and he worked for more than 240 days in a calendar year prior to his termination from 3-10-89 to 31-7-91 and a perusal of Ex. M1 letter dt. 24-6-93 sent by the branch manager to the regional office would show that WW1 was engaged as per need whenever the sub-staff was on leave from November 1989 to 1991 and again from 28-8-92 as mentioned in the letter, that is in the year 1989, he worked for 18 days, in 1990 for 182 days, 1991 for 99 days, in 1992 for 103 days and 1993 upto 31-5-1993 for 111 days. Ex. M1 is however silent with regard to number of days WW1 worked during the year 1994-95. The management however filed Ex. M2 book containing bunch of vouchers, 243 in number from 6-6-91 to 27-7-1992. The said book Ex. M2 is styled as outward register. Similar register earlier to 1991 and subsequent to 27-7-92 are not filed though it is not in dispute that WW1 worked till February, 1995. Ex. W13 pass book which is same as Ex. W2 would show that wages paid to him were credited to his account bearing number 4287 opened in the respondent bank from 20-9-92 to 10-3-95 which would show that his wages are deposited from time to time either weekly, daily or monthly as spoken to by MW2. Ex. W7 letter dt. 24-6-93 which is same as Ex. M1 addressed by WW2 would show that even after Ex. W7 letter was written by MW2, WW1 worked in the bank which was also admitted by MW2 as per whom he worked up till February 1995.

12. (b) It is also not in dispute that only after Ex. M3 letter was sent by the regional office his services were terminated with effect from 2-2-95. The respondent bank did not produce any record with regard to number of

days WW1 worked during the year 1994-95 though as per Ex. M1 which is same as Ex. W7 which was sent to the regional office in response to Ex. W9 under cover of Ex. W11 letter. He did not work for 240 days in any calendar year from 1989 to 1993. Though the respondent was directed to produce certain records called for by the petitioner he did not file the same on the ground that they are not available due to afflux of time. As per decision reported in 1997 III ALT 406 K. Chandramma vs. Labour Court-I, Hyderabad represented by Presiding Officer, an adverse inference has to be drawn against the respondent if he fails to produce documents which are in its custody. Similarly as per the decision reported in 1985 IV Supreme Court cases page 201 H. D. Singh vs. Reserve Bank of India if the employer failed to produce the attendance register to controvert workman claim that he worked for more than 240 days in a year, the claim of the workman has to be accepted. In this case both the management as well as the workman filed works statement only for a limited period i.e. W6 it is for the period from 3-10-89 to 31-7-91 while Ex. M1 is from 1989 to 1993. The petitioner could not produce any documentary evidence with regard to the number of days he has worked during the year 1993 to 1995 though he was said to have worked continuously.

13. It is submitted on behalf of the petitioner that Ex. W6 statement would clearly go to show that he worked for 240 days in 1991. I am of the view that even if he worked for 240 days in an year in the year 1989 to 1991 as mentioned in Ex. W6 it is of no use as the period of 240 days is to reckoned backwards from the date of termination i.e. to say 2-2-95 backwards. As stated above no material placed on record with regard to number of days, the petitioner worked from 1993-95. As per Ex. M1 admittedly he did not work for 240 days in any calendar year from 1989 to 1993. It is however sought to be contended that Sundays and Public holidays are also to be included in counting 240 days as per the definition of continuous service given in Sec. 25(b). Reliance is placed in a decision in the case of H. D. Singh vs. Reserve Bank of India 1985(4) Supreme Court cases page 201, which was however repelled by the other side. I am of the view that the said decision would not come to the rescue of the workman and he is not entitled to add Sundays and Public holidays. A perusal of the decision would show that if the workman is entitled to wages on Sundays and public holidays either under settlement or statute otherwise he can add them up for arriving at 240 days. As could be seen from the later judgement of the Supreme Court reported in 1985(4) Supreme Court cases page 71 workmen of American Express International Banking Corporation Vs. Management of American Express International Banking Corporation. There is nothing in the evidence of MW1 or WW1 to show that there is any settlement between the workmen and the management as per the worker i.e. WW1 to be entitled to claim wages for Sundays and Public Holidays even though the bank is not working on those days. Thus it is obvious only if the settlement or statute provides for payment of wages on public holidays or Sundays they can be included in the number of days worked even though the workman has not actually worked on those days as admittedly bank will not work on Sundays and public holidays. I therefore feel that Sundays and public holidays cannot be added to the number of days worked to know whether WW1 worked for 240 days preceding date of termination.

14. As stated above the initial burden is on the workman to show that he has worked for 240 days in any calendar year specifically in the calendar year preceding date of termination. He has filed only Ex. W6 statement which covers only the period from 1989 to 1991 though there can be no doubt that he worked upto February 1995. He did not file any statement of work from 1992 to 1995 similar to Ex. W6. As per Ex. M1 he worked for less than 240 days in the year 1989 to 1993. Ex. W13 pass book filed by WW1 also does not disclose that he worked for 240 days in the year 1994 or 1995, preceding the date of termination. I therefore feel that the petitioner has not discharged the initial burden placed on him in proof of the fact that he has worked for more than 240 days in any calendar year preceding date of termination. In the absence of such a proof he is not entitled to benefit U/s. 25-B of the I.D. Act, and provisions U/s. 3295 GI/98-6

25-F need not be complied with before terminating his services being a casual worker appointed from time to time in the vacancy of regular sub staff. The petitioner has however filed Ex. W3 and W4 to show that WW1 worked in the year 1995 also which is not in dispute.

15. It is however contended that as per the Bipartite settlement entered into by the management and the union, the service of WW1 is liable to be regularised by empanelling him. Minutes of the meeting held on 18-4-1994 was filed with written arguments during the course of arguments besides marking Ex. W12 minutes of the meeting of All India Dena Bank Employees Coordination Committee held on 28-4-95 and 29-4-95. The minutes of meeting dated 18-4-1994 held at Bombay would show that one of the agenda is non implementation of empanelment of badli sepoys who worked for 240 days. It was resolved with regard to said subject wherever full particulars are available matters shall be taken up with DGET instead of waiting for full information in all the cases. Ex. W12 also show that item No. 12 of the agenda is to prepare a panel of sepoys who has worked for 240 days and more as per agreement. It has been stated against the said agenda that as the matter is referred to Director General of Employment and Training for exemption from employment exchange procedure for those employees whose names are not registered in the employment exchange, and the matter will be pursued with the Director. The General Manager informed that a small committee will examine all the cases to finalise the same. Thus both the above documents would show that the decision has been taken to empanel all the temporary staff who have been working for 240 days in a calendar year if their name is sponsored by employment exchange or to seek exemption from employment exchange in respect of those persons who have not registered their names in the employment exchange. The minutes of the above meeting would come to rescue of WW1 only if he is able to prove that he has worked for more than 240 days.

16. The union has however filed Ex. W5 and Ex. W15 to show that the name of the petitioner was sponsored by the employment exchange. A perusal of Ex. W5 which is dated 1-5-90 would show that it was addressed by the regional manager to the branch manager, Tandur with reference to badli sepoys in the said letter the branch manager was advised to contact employment exchange to sponsor 5 candidates each of SC, ST and General categories to enable them to conduct interview for preparation of panel of badli sepoys as per recruitment rules. As per Ex. W10 letter addressed to the Branch Manager by the regional office as per the settlement dated 25-9-1992 bank will empanel such of those temporary employees who were engaged on or after 1-1-1982 subject to following conditions they should have worked for 240 or more days in any continuous period of 12 months; (2) they should confirm to the bank recruitment norms in respect of age, educational qualification when they were first engaged (3) they should submit satisfactory proof of their temporary employment for 240 days or more in a continuous period of 12 months in the bank after 1-1-1982 and also appear for test or interview and then only they will be empanelled as per the terms and settlement and the branch manager are directed to send the biodata of WW1; WW1 does not appear to have fulfilled the above requirements. Hence his name was not sent for empanelment. The panel sent by employment exchange has to be approved by the regional office for empanelment. Pursuant to the said letter, the branch manager sought for a panel from the employment exchange, in the year 1990 when the exchange sent a panel which includes the name of WW1. His name is shown against Sl. No. 7 and he is shown as BCB and another letter dated 14-10-1993 which forms part of Ex. W5 was marked as Ex. W15 addressed to the employment exchange by branch manager. It would show that as no list has been sent the branch manager requested the employment exchange officer to include the name of WW1 also in the panel who is presently working as badli sepoy since 1989. It is not known as to whether any panel was sent pursuant to the said letter by the employment exchange.

17. As per the decision reported in 1992 (II) ILJ 452. Delhi Development Horticultural Employees Union vs Delhi Administration, Delhi, the workmen who have not sponsored by the employment exchange and who are not qualified cannot be regularised in any service even if they have worked for

240 days or more and as per the said decision, the employers are directed to keep the employees who have completed 240 days in a panel and if registered in employment exchange and have qualified give them preference in future vacancies." Thus as per the said decision also if a worker has worked for 240 days or more in a calendar year and if his name is sponsored by the employment exchange and if he fulfils the other conditions for the post he should be given preference in preparing the panel and appointed against regular vacancies. In this case admittedly no material has been placed on record to show that the name of WW1 has been sponsored by the employment exchange subsequent to 1990 though the branch manager in his letter dated 1993 which formed part of Ex. W5 marked and marked as Ex. W15 referred to earlier request and asked the employment exchange officer to include the name of WW1 in the panel to be sent to Regional Office on the ground that he has been working from October, 1989.

18. I therefore conclude on a consideration of the material placed on record that the petitioner could not place satisfactory evidence on record in proof of the fact that WW1 worked for 240 days in any calendar year prior to date of termination and he is entitled to be empanelled and absorbed in view of the Bipartite settlement entered into by the management and the employees union and thus he is entitled for reinstatement. As stated above the petitioner has not discharged the initial burden placed on it so that the burden can be shifted on to the respondent. I am of the view as the petitioner did not place any material with regard to number of days WW1 worked in the calendar year preceding the date of termination and as in Ex. W6 statement 1989 to 1991 in which he included Sundays and public holidays also which he is not entitled to do so, no adverse inference can be done against the respondent for not placing material on record in proof of its claim that WW1 worked for less than 240 days in all the calendar years, though there can be no doubt that WW1 worked from 1989 to 1991 and again from 1992 to 1995.

19. As WW1 was not in continuous service for 240 days as defined U/s. 25-B, in my view Sec. 25F is not attracted to the facts of the case. Only in case of violation U/s 25-F the workman shall be entitled for reinstatement with back wages. As the workman Narsimloo was engaged from time to time depending upon the need of the work as and when the sub staff applied for leave and as his appointment is not regular being contrary to the rules of recruitment as can be seen from Ex. M3 letter of the regional manager, I am of the view that his disengagement from 2-2-95 has to be treated only as discharge simpliciter but not retrenchment. A perusal of the letter Ex. M3 would show that the management has disapproved the practice of engaging WW1 in spite of instructions issued to the contrary earlier. The point is hence answered holding that there are no grounds to hold the termination of service of WW1 Narsimloo as Ex. Badli Sepoy with effect from 2-2-95 is in violation of Sec. 25-F of the Industrial Dispute Act.

20. In the result, an award is passed holding that the petitioner Narsimloo is not entitled to any relief for the reasons stated above.

Dictated to the Sr. Stenographer, transcribed by her, corrected by me and given under my hand and the seal of this Tribunal, this the 14th day of September, 1998.

C. V. RAGHAVIAH, Industrial Tribunal-I.

Appendix of Evidence :

Witnesses Examined for the Petitioner :

WW1 K. Narsimloo

WW2 K. Narasimha Reddy

Documents marked for the Petitioner/Workman :

Ex. W1 Letter given by the WW1 to the Branch Manager, Dena Bank, dated 18-2-1993.

Ex. W2 Xerox copy of savings pass book of WW1.

Ex. W3 Letter dated 1-7-1994 given to WW1 to attend the office to give management witness in theft case.

Ex. W4 Letter dated 20-7-94 given to WW1 to attend the office to give management witness in theft case.

Witnesses Examined for the Respondent :

MW1 J. Laxmanachari

MW2 G. Prabhakar Rao

Ex. W5 List of candidates sponsored by employment exchange dated 5-1-1990.

Ex. W6 Statement showing the work done by WW1 on various dates.

Ex. W7 Letter dated 24-6-93 written by the branch manager to the regional office, Bangalore.

Ex. W8 Letter addressed to the regional manager, Dena Bank, Bangalore by the Branch Manager, dated 23-2-1993.

Ex. W9 Letter dated 17-6-1993 of the Regional Manager to the Branch Manager, Dena Bank.

Ex. W10 Letter of the regional manager dated 14-8-1993 addressed to the Branch Manager, Tandur Branch, regarding the empanelment of Temporary employees engaged on or after 1-1-1982 who have worked for 240 days.

Ex. W11 Letter addressed by the Branch Manager, Tandur branch to the regional manager, regional office, Bangalore dated 20-8-1993.

Ex. W12 Minutes of the meeting with All India Dena Bank Employees Co-ordination Committee on 28-4-1995 and 29-4-1995 at Head office.

Ex. W13 Pass book issued to WW1 by the Bank (original) of W2.

Ex. W14 Representation dated 24-3-1996 made by K. Narsimloo, peon for reinstatement of his services.

Ex. W15 Letter dated 14-12-1993 to the employment exchange office, Vikarabad.

Documents marked for the Respondent :

Ex. M1 Statement of days worked by Sri K. Narsimloo (WW1) dated 24-6-1993 (xerox copy).

Ex. M2 Bunch of vouchers containing 253.

Ex. M3 Letter dated 25-1-1995 from the AGM to the Branch Manager, Dena Bank.

नई दिल्ली, 20 नवम्बर, 1998

का. प्रा. 2631 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण खंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/433/92-आई आर (बी. -II)]

मी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 20th November, 1998

S.O. 2631.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on the 18-11-1998.

[No. L-12012/433/92-IR (B-II)]
C. GANGADHARAN, Desk Officer.

ANNEXURE

नई दिल्ली, 24 नवम्बर, 1998

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. I. D. 55/93.

Vijay Kumar and others .. Applicants.

VERSUS

Canara Bank, Deputy General Manager, Sector-
34-A, Chandigarh. .. Respondent.

APPEARANCES :

For the Workmen : None.

For the Management : Shri Ashok Jagga, Ad-
vocate.

AWARD

Passed on 17-8-1998.

The Central Government vide gazettee Notification No. L-12012/433/92-IR (B-II), dated 22nd April, 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the claim of Canara Bank Staff Union Ludhiana that Shri Vijay Kumar, Raj Kumar, Jaswinder Singh, Gurmil Singh, S. S. Rawat and Girija Ram had been working in the Printing and Stationery Section of Canara Bank, Chandigarh since 1987 and are entitled to be absorbed in the services of the Bank is justified? If so, what relief the workman are entitled to?"

2. Today the case was fixed for evidence of the workman. But none appeared on behalf of the workman. The representative of the management Shri Ashok Jagga has drawn attention to the letter received from Shri G. M. V. Nayak, General Secretary of Canara Bank Staff Union from Bombay showing that the dispute under reference has been referred to the Central Government Industrial Tribunal-cum-Labour Court Bombay-II for adjudication in which these all workmen also party to the dispute. It is prayed in the letter that this dispute qua these workmen is already under adjudication before the Industrial Tribunal-cum-Labour Court (Central) Bombay-II. So, when the dispute is already under adjudication before Industrial Tribunal Bombay-II, then there is no point in continuing the present reference before this Tribunal. In view of the above, the present reference is returned to the Ministry of Labour. File be consigned to record.

Chandigarh :

Dated : 17-8-1998.

B. L. JATAV, Presiding Officer.

का. भा. 2632:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शिवालिक ग्रामीण बैंक, होशियारपुर (पंजाब) के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर-कोर्ट, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल-12012/195/95-आई आर (बी)/बी-I]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 24th November, 1998

S.O. 2632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Shivalik Gramin Bank, Hoshiarpur (Punjab) and their workman, which was received by the Central Government on the 18-11-98.

[No. L-12012/195/95-IR(B)|B.I.]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH.

CASE NO. ID 90/97

Manjit Singh Thakur, Vice President, Shivalik
Gramin Bank Employees Association.

VERSUS

Chairman Shivalik Gramin Bank, Hosiarpur
(Punjab).

For the workman : Manjit Singh Thakur.

For the management : Shri R. K. Gupta, General
Manager.

AWARD

Dated the 3rd of August, 1998

The Central Government vide gazette notification No. L-12012/195/95-IR(B) dated 17th of January, 1997 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Shivalik Gramin Bank in imposing a penalty of reprimand on Shri Manjit Singh Thakur is legal and justified? If not to what relief the workman is entitled to?"

2. Today the case was fixed for filing of claim statement by the workman. Instead of filling the claim statement, the workman made the following statement:

"I do not want to pursue with the present reference as matter has been settled amicably with the management. The reference may be returned as settled.

3. In view of the above statement and when the matter has been settled amicably, the reference is returned as settled. Ministry be informed. Chandigarh. 3-8-98.

B. L. JATAV, Presiding Officer.

श्रम मंत्रालय

नई दिल्ली, 24 नवम्बर, 1998

का. आ. 2633 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सारस्वत को-ऑपरेटिव बैंक लिमिटेड, बाम्बे के प्रबन्धतल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-1998 को प्राप्त हुआ था।

[सं. एल.-12011/11/95-आई० आर० (बी. I)]

सी. गंगाधरन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi the 24th November, 1998

S.O. 2633:—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. II, Mumbai, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Saraswat Co-op. Bank Ltd., Bombay and their workman, which was received by the Central Government on 18-11-1998.

[No. L-12011/11/95-IR(B.I.)]

C. GANGADHARAN Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II,
MUMBAI

PRESENT ; Shri S.B. Panse, Presiding Officer

REFERENCE NO. CGIT—2/10 of 1997

Employers in relation to the management of
Saraswat Co-op. Bank Ltd., Bombay

And

their workmen

APPEARANCES :

For the Employer: S/Shri K.M. Naik &
S. P. Dhulapkar, Advocates

For the Workmen : Shri Vijay Kantharia,
Advocate

Mumbai, dated the 14th October, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/11/95- IR (B. I) dated 4-3-97, had referred to the following Industrial Dispute for adjudication. The Schedule :

ANNEXURE-I

No. L-12011/11/95-Adm. II

Government of India/Bharat Sarkar

Ministry of Labour/Shram Mantralaya

IR (Bank-I)

Details as under :—

- | | |
|--|--|
| Demand Nos. 2, 4 & 6 | Action |
| 2. Denial of promotional opportunities to most eligible candidates/employees | 2. "Whether the action of the management in denying the promotional opportunities to the most eligible candidates as per memorandum of settlement is legal and justified. If not, to what relief are the employees entitled to?" |
| 4. Pension scheme | 4. "Whether demand of the Union for finalisation of pension scheme is legal and justified? If so, to what relief are the workmen entitled to?" |
| 6. Non-payment of ex-gratia amount of 1989. | 6. "Whether the action of the management in non payment of ex-gratia amount of 1988-89 is legal and justified ? If not, to what relief are the workmen entitled?" |

2. The General Secretary of the Saraswat Bank Employees Union filed a Statement of Claim at Exhibit-5. So far as demand No. 2 is concerned it is settled. I don't wish to elaborate it.

3. The union contended that in a settlement of 1993 the bank has agreed in principal to introduce the pension scheme for the employee of the bank within the period of one year from the date of signing of the settlement and the said scheme shall be effective from 1st July 92. There was some additional clause in it. But the bank did not finalise the scheme. It is therefore the union raised a demand in respect of the same. Before the Assistant Labour Commissioner. Thereafter the management introduced the pension scheme on 13/2/96. However the amount of pension was restricted to Rs. 1,000/- only. It is averred that the alleged pension scheme is nothing but a eye washer. In reality no pension scheme as agreed upon for the benefits of employees have been introduced by the bank. The union averred that it is therefore the violation of the settlement. It prayed for different reliefs as mentioned in paragraph-C Clause 'C'.

4. So far as demand No. 6 is concerned the union pleaded that the bank is earning substantial profits every year and has been distributing the maximum permissible dividends to its shareholders. It also gives incentives to its employees by way of ex-gratia. It is paying ex-gratia 20% to its employees for last twenty years.

5. It is averred that in 1989 the bank had made a substantial profit and accordingly the union raised a demand for 20% bonus / ex-gratia. However the bank failed to pay such payment. It is therefore submitted that the action of the management in depriving their employees their legitimate entitlement since 1989 amounts to unfair labour practice and is illegal and unjustified. It claimed relief on its basis.

6. The management revised the claim by their Written Statement (Ex-9). It is averred that it has introduced the pensions scheme on 13/2/96 and therefore, the issue raised in the present reference is infructuous. It is submitted that without prejudice to the above contention it is pleaded that as per the settlement in the bank had paid an ad-hoc amount of Rs. 1000/- per month to all the employees who retired or expired on or after 1/7/92 till the finalisation of the pension scheme. It has paid all dues to the concerned persons. It denied other contentions taken by the union.

7. The bank averred that the issue as regards the payment of ex-gratia is subjudice before the Co-operative Court at Mumbai. The General Secretary of the union Mr. Nabar filed an application bearing No. 614 of 1991 before the Co-operative Court restraining the bank from distributing the amount of Rs. 17 Lacs towards ex-gratia amount or in part thereof. Another application bearing No. 381 of 1993 in respect of the same subject matter was also filed by one Mr. R.C. Samuel one of the share holders of the bank. The Co-operative Court by its orders restrained the bank for distributing the amount of ex-gratia which is also an issue in the present reference. It is submitted that the interim orders passed by the Co-operative Court are still in force. In view of the above said orders they are not in a position to make ex-gratia amount of Rs. 70 Lacs of rupees to the employees. It is submitted that the union had deliberately neglected that issue in the present reference. It is without any merit. For all these reasons it is submitted that the reference may be answered in favour of the bank.

8. The issues that fall for my consideration and my findings thereon are as follows :

ISSUES	FINDINGS
1. Whether the action of the management in denying promotional opportunities to the most eligible candidate as per the Memorandum of Settlement is legal and justified ?	Settled.
2. If not to what relief are the employees entitled to?	Does not survive.
3. Whether the demand of the union for finalisation of pension scheme is legal and justified?	Yes
4. If so, to what relief are the workmen entitled to?	As made applicable no relief can be granted.
5. Whether the action of the management in non-payment of ex-gratia amount of 1988-89 is legal and justified ?	Yes.
6. If not to what relief are the workmen entitled to?	Does not survive.

REASONS

9. Vijay Mahadev Ayare (Ex-14)) the General Secretary of the Union affairs that the issue in respect of the promotion is settled between the bank and the union. He restricted his evidence on two issues viz. pension and ex-gratia payment.

10. Ayare affirmed that even though there was a settlement dtd. 6th July'93 (Ex-34) pertaining to pension scheme the bank had not taken any steps to finalise the same. It is therefore they raised a demand.

11. Clause 17.03 of the settlement deals with pension scheme. It reads "The bank has agreed in principle to introduce a pension scheme for the employees of the bank within a period of one year from the date of signing of the Settlement and the said scheme shall be effective from 1st July, 1992. Till such period as the modalities of the proposed pension scheme are finalised the Bank agrees to pay an adhoc pension amount of Rs. 1000/- per month to all those employees who retire/expire/(nominee in case of deceased employees) on or after 1st July, 1992, till the finalisation of the pension scheme and thereafter, the concerned employee/nominee shall be immediately paid the arrears of difference in amount from 1st July, 1992 and he shall be entitled to draw the benefits of the actual pension amount as per the Banks Pension Scheme."

12. It is tried to submit on behalf of the union that the bank was required to finalise the pension within a period of one year which they did not. Admittedly the pension scheme was introduced on 13-2-96 that is after a period of one year. It is therefore tried to submit that they have violated the settlement.

13. The Learned Advocate for the management on the other hand argued that as per the pension scheme in the settlement it was formed and made applicable from 13-2-96 and the payments were made as per the clause 17.03 Ayare in his cross-examination admits that the bank had paid Rs. 1000/- as mentioned in Clause-17.03 in the settlement in respect of pension of all employees to whom it is applicable. He also accepts that the Bhole, Wadagle, Ayare and Dhondur Mungekar were paid the difference of pension which they were entitled to in 1998.. These persons took retirement on medical ground. He also accepts that in the said clause there is no mention of giving minimum pension of Rs. 1,000/- to the employees who voluntarily retired. Therefore they raised the demand. Under the pension scheme minimum pension is Rs. 1,000/-. He admits the fact that before

introduction the same a copy of the scheme was send to it. He does not remember if union had written any letter to the bank informing that the scheme is not acceptable. No letter is produced on the record by which it can be said that the union raised an objection regarding the same. It is therefore, one had to say that the union was consulted before finalising the scheme.

14. Mr. Kantharia, the Learned Advocate for the union argued that as per clause-17.03 a pension scheme was required to be introduced within one year, As it was not introduced they raised a demand. I find substance in it. Raising a demand to introduce the scheme was in accordance with the settlement. But as the bank has introduced a pension scheme on 13-2-96 and had paid all the difference of the employees who were entitled to get the pension, no relief is required to be granted to them. I record my findings on the issues accordingly.

15. There is another demand by the union in respect of ex-gratia payment of Rs. 70 Lacs to its employees. Ayare accepts the position that Nabar the office bearer of the union who was the General Secretary then filed an application bearing No. 614 of 1991 before the Co-operative Court. It was for restraining the Bank to distribute the amount of Rs. 70 lacs ear marked for the payment of ex-gratia to the employees of the bank. He also admits that the court passed an order restraining the bank to distribute the amount (Ex-26). That matter is still pending in the court.

16. One Raju Chandrakant Samuel also filed an application in Cooperative Court restraining the bank for distributing the amount of ex-gratia to the employees. The Co-operative court also granted stay for distributing the amount. That order is at Exhibit-27.

17. The Learned Advocate for the union tried to submit that the Cooperative court by its order dt. 17-9-90 (Ex-35) laid down that the dispute regarding the service conditions of the employees do not fall within the jurisdiction of the Cooperative Court. Being aggrieved by the said order a Writ Petition Bearing No. 1359 of 1991 was filed by Kulkarni and Ors. which they withdrew. The order is at Exhibit-37. It is therefore submitted that the orders passed by the Cooperative court are not applicable and the Tribunal can grant the relief which is claimed. I am not inclined to accept this. There is order of the court which is in existence. It is argued on behalf of the bank, that the bank is always ready and willing to make the payment as agreed but in view of the Cooperative Courts order they are unable to do so. I find substance in it. In the result I record my findings on the issues accordingly and pass the following order:

ORDER

1. The issue in respect of promotion is settled.
2. The demand of the union for finalisation of the pension scheme is legal and justified, but, as the scheme is introduced no relief is required to be granted.

3. The action of the management in non-payment of ex-gratia amount of 1988-89 is legal and justified.

Dated 14-10-1998

S.B. PANSE, Presiding Officer

नई दिल्ली, 24 नवम्बर, 1998

का. आ. 2634:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नाबार्ड, बंगलूर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर-कोर्ट, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-98 को प्राप्त हुआ था।

[सं. एल.-12011/59/96-आई आर (बी-1)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 24th November, 1998

S.O. 2634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of NABARD, Bangalore and their workman, which was received by the Central Government on 20-11-98.

[No. L-12011/59/96-IR(B.I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the October, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. NO. 217/97

I PARTY

The Secretary,
NABARD Employees Association,
C/o NABARD Jeevan Prakash Annexe,
113/1, J. C. Road, P.B. No. 29,
Bangalore-560 002.

II PARTY

The Dy. General Manager,
NABARD, Regional Office,

Jeevan Prakash Annexe,
113/1, J. C. Road, PB NO. 29,
Bangalore-560 002.

AWARD

The Government of India by reference No. L-12011/59/96 IR(B.I) dated 17-3-97 referred the following schedule for adjudication.

"Whether the action of the Management of NABARD in refusing to grant maternity leave for six months to Smt. Lakshmi Venkatesh and Smt. Savitha Sridhar as per their leave rules amended in 1994 is justified? If not, to what relief they are entitled?"

This Tribunal registered the reference and notices by ordinary post were sent. Consequent to this, the Second party made appearance through the Assistant General Manager. The first party represented by the Secretary, NABARD Employees Association failed to attend the Tribunal. Hence, a notice by Registered post with Acknowledgement Due was served on the first party. But again, there is no representation from the first party.

The Association who espoused the cause of the working women has taken the matter very lightly though aware of the consequences. The Association also failed to comply with the directions given in the reference.

In view of these circumstances the first party placed ex parte. Since the Tribunal has no material to give findings on merits the reference has to be rejected.

In the result the reference is rejected for non-prosecution.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2635:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमेरिकन एक्सप्रेस बैंक लिमिटेड के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-98 को प्राप्त हुआ था।

[सं. एल.-12011/15/88-बी. I (बी)/बी. I]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 27th November, 1998

S.O. 2635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of American Express Bank Ltd., and

their workman, which was received by the Central Government on the 26-11-1998

[No. L-12011/15/88-D.I(B)|B.I]
C. GANGADHARAN, Desk Officer.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 164 of 1988.

PARTIES :

Employers in relation to the management of American Express Bank Limited.

AND

Their Workmen.

PRESENT :

Mr. Justice A. L. Chakravarty
Presiding Officer.

APPEARANCES :

On behalf of Management : Mr. P. S. Sengupta,
Advocate with Mr. P. K. Mukherjee, Advocate.

On behalf of Workmen : Mr. G. C. Chakraborty, Advocate.

STATE : West Bengal. INDUSTRY : Banking.

AWARD

By Order No. L-12011/15/88-D.I(B), dated 2nd November, 1988 the Central Government in exercise of its powers under section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of American Express Bank Ltd., in refusing to give employment to the son of Late Shri B. B. Subba, Night Watchman as per the provisions of the agreement or on compassionate ground is justified ? If not, to what relief is the family of the workman entitled ?"

2. When the case is called out today, both the parties are represented by their learned Advocates. Mr. Sengupta, learned Advocate appearing for the management files the order of the Hon'ble Supreme Court in Civil Appeal No 12361 of 1996 between the General Secretary, American Express Bank Union v. Management of American Express Bank Ltd. and Ors. where the same question of existence of the settlement for appointment on compassionate ground to the sons or the dependents of the deceased employee of the Bank came up for consideration. It was held by the Hon'ble Supreme Court in the said order that there was no such settlement and accordingly the Bank was under no obligation to provide him or any of the dependents of the deceased employee with employment.

3. Mr. Chakraborty, learned Advocate appearing for the union on a perusal of the said order submitted that the facts of the present case are also same. Here also the Applicant prayed for service on the ground of the alleged settlement. Mr. Chakraborty states that as the matter was decided by the Hon'ble Supreme Court he does not want to proceed any further in this case. He accordingly submitted that the union in the above circumstances, have no case and prayed for passing necessary orders for disposal of the case.

4. In view of the submission of Mr. Chakraborty for the union it is no use going into further details about the merits of the case.

5. In the aforesaid circumstances, the action of the management of American Express Bank Ltd. in refusing to give employment to son of Late B. B. Subba as per provisions of the agreement or on compassionate ground must be stated to be justified. Neither the son of Late B. B. Subba, nor any one of his family members shall be entitled to any relief in this case. The matter is disposed of accordingly.

This is my Award.

12th November, 1998

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2636 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नाबार्ड, चंडीगढ़ के प्रबन्धसूत्र के संनद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12011/35/95-आई आर (बी)/बी. I]

श्री. गंगाधरन, डेस्क अधिकारी

New Delhi, the 27th November, 1998

S.O. 2636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of NABARD, Chandigarh and their workman, which was received by the Central Government on 24-11-98.

[No. L-12011/35/95-IR(B)|B.I]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT.

CHANDIGARH

Case No. ID 108/96

National Bank for Agriculture and Rural Development Employees Union.

Versus

General Manager, National Bank for Agriculture and Rural Development, Chandigarh.

For the workmen Union—Shri Bhim Sain General Secretary of Union.

For the management—Shri H. K. Tahija.

AWARD

Passed on 27-7-1998

The Central Govt., Ministry of Labour, vide gazette notification No. L-12011/35/95-IR(B) dated 29th November 1995 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of NABARD represented by the General Manager, Chandigarh in effecting proportionate wages in respect of workmen for their absence w.e.f. 3.30 PM to 5.00 PM on 20-4-1995 is legal and justified? If not, to what relief the workmen are entitled to?"

2. Today the case was fixed for filing of claim statement by the workman. The General Secretary of the Union Shri Bhim Sain appeared and made the following statement:

"The matter under reference has been settled with the management amicably and the Union does not want to pursue with the present reference. The same may be returned to the Ministry as settled."

3. In view of the above recorded statement of the representative of the Union, the present reference is returned to the Ministry as settled. Ministry be informed accordingly.

Chandigarh

27-7-98

B. L. JATAV, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया आगरा के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/2/97-आई आर (बी)/बी. I]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 27th November, 1998

S.O. 2637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial dispute 3295 GI/98—7.

between the employers in relation to the management of State Bank of India, Agra and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/2/97-IR(B)|B.I]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DEOKI PALACE ROAD PANDU NAGAR KANPUR

Industrial Dispute No. 235 of 1997

in the matter of dispute

BETWEEN

Mahendra Pal Singh
C/o President U.T.U.C.
Branch, 30/81 Raja Mandi
Agra.

AND

Chief Manager
State Bank of India
Nanuhai
Agra.

APPEARANCE:

Shri Ravi Pratap Narain—for the workman

S. N. Sharma—for the Management.

AWARD

1 Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/2/97-I.R.(B) dated 9-12-97 has referred the following dispute for adjudication to this Tribunal :

Whether Sri Mahendra Pal Singh Canteen Boy State Bank of India, Nanuhai is an employee of the bank. If so whether his termination from service is legal and justified. If not to what relief the workman is entitled?

2. The case of the concerned workman Mahendra Pal Singh is that he was engaged as canteen Boy from July 1989 upto 31-8-91 in the canteen belonging to the opposite party State Bank of India at Nanuhai branch. Ostensibly he was shown as an employee of Local Implementation Committee (Canteen) @Rs 750 P.M. He was in reality direct employee of State Bank of India as Branch Manager of the committee was the President and he use to work under his command. That is why the branch manager use to take work of bank as well from him. He continuously worked upto 1-9-91 when his services were terminated in breach of Section 25F I.D. Act.

3. The opposite party bank has filed written statement in which it has been alleged that local implementation committee is independent of bank and is on the basis no profit no loss. Bank has no concern with it. The bank is not bound to provide

canteen facility. However on humanitarian ground, Subsidy is being given to local implementation committee. It was not disputed that branch Manager is the President of this committee. Hence the concerned workman is not an employee of the bank. It is further alleged that the concerned workman is gainfully employed at Madhu Clinic Awagarh in Distt. Etaha with Dr. Radha Krishan.

4. In the rejoinder nothing new has been alleged.

5. In this way it become common ground that the concerned workman has been working as a canteen boy for the period as alleged by the workman. The first point needs consideration is as to whether workman is direct employee of the bank and local implementation committee is an Agency of the bank. The 2nd point is as to whether the concerned workman is gainfully employed.

6. In support of his case the concerned workman Mahendra Pal Singh WW(1) has stated that he was working as a canteen boy at Agra and work of messenger and peon was taken from him as well. For four hours he used to work in canteen and for four hours he used to work in bank. In his cross examination he has stated that no appointment letter was given to him and that he was not paid wages of Sub Staff. On the other hand Brij Mohan Bansal MW(1) has stated that what ever is incorporated in written statement is correct. In his cross examination he has stated that the concerned workman was working in canteen which bank premises. He was not posted at the bank during the period the concerned workman had worked in this canteen. He cannot say if any appointment letter is given to the concerned workman on behalf of local implementation committee.

7. The management has filed Ext. M-1 and Ext. M-2 the copy of two Award in which a canteen boy was not held to be employee of bank. Ext. M-3 is the copy of notice given by the concerned workman. Ext. M-4 and Ext. M-5 are papers relating to conciliation proceedings. On the other hand Ext. W-1 is letter dated 30-10-90 by branch manager certifying that concerned workman was canteen boy of State Bank of India. It is pertinent to note that name of local implementation committee is not given. Ext. W-2 to Ext. W-6 are copy of various application given by the concerned workman to the Branch Manager of State Bank of India for getting job of canteen boy. Ext. W-7 is copy of notice given by concerned workman. Ext. W-8 and Ext. W-9 are copies of conciliation proceeding. It will be seen that bank had not file any paper to show that local implementation committee is distinct entity and that of State Bank of India. From certificate Ext. W-1 it appears that controlling authority of workman is bank and local implementation committee is only an agency. In this regard reference to be made to the case of Parimal Chandra Raha V/S L.I.C. 1995 LAB I.C. 2064. In this case there was dispute about the status of canteen workers who had worked through contractor for running canteen on the pattern as has been adopted by the opposite party State Bank of India. It was finally held that in a case where it was statutory obligation on the part of management to maintain a canteen, the canteen employees would be treated as direct employee of Management. In the 2nd place it was pointed out that where there was no statutory obligation to

provided a canteen, still the management accepted their obligation to provide a canteen in that case the canteen employee will be treated as employee of the management. Further caution was made for a fact finding labour court to keep in mind the distinction between an obligatory to provide a canteen and to provide facility to run canteen. In the later case canteen worker will not be treated as an employee of the Management. In the instant case no material has been placed before the Tribunal to show that the opposite party bank had accepted their obligation to provide canteen or had only accepted their obligation to provide facilities. In this regard material ought to have been filed regarding formation of local implementation committee. In its absence and keeping in view the contents of Ext. W-1 the certificate issued by the Manager, I come to the conclusion that in this case the Bank had accepted their obligation to provide canteen although statutory they were not obligated to provide canteen. Thus in view of above discussion my finding is that as the opposite party had accepted their obligation to provide a canteen. The concerned workman would be treated direct employee of opposite party bank.

8. Admittedly he has done work as canteen boy between 1989 to 31-8-91. Further it is proved from unrelucted evidence of the concerned workman. In this way he has completed more than 240 days. There is no dispute that retrenchment compensation and notice pay was not given. Hence there had been breach of Section 25F I.D. Act.

9. Brij Mohan Bansal MW(1) has not proved that the concerned workman was employed with any doctor. Further he has not expected to have knowledge about this gainful employment. Hence I do not accept.

10. In view of above discussion my award is that termination of concerned workman is bad in law and he is entitled for reinstatement with back wages at the rate which he had drawn for the last time.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. ग्रा. 2638. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार क्षेत्रीय किसान ग्रामीण बैंक, मैनपुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/224/96-आई आर (बी)/बी. 1]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 27th November, 1998

S.O. 2638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the

Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kshetriya Kisan Gramin Bank, Mainpur and their workman, which was received by the Central Government on 24-1-98.

[No. L-12012/224/96-IR(B)|B.I.]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVT. INDUSTRIAL
CUM-LABOUR COURT DEOKI PALACE ROAD
PANDU NAGAR KANPUR.

Industrial Dispute No. 203 of 1997

In the matter of dispute

BETWEEN

Kamlesh Kumar S/o Lakhan Singh
Noorpur Sagethi
P.O. Medhai
Distt. Firozabad.

AND

Chairman
Kshetriya Kisan Gramin Bank
Mainpur.

APPEARANCE:

Smt. Neeta Mathur—for the Workman.

Shri Amreak Singh—for the Management.

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/224/96-IR(B) dated 16-9-87 has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of Kshetriya Kisan Gramin Bank Mainpur in terminating the services of Shri Kamlesh Kumar, Ex-Assistant w.e.f. 17-9-83 is legal and justified? If not to what relief the workman is entitled to?

2. The case of the concerned workman Kamlesh Kumar is that he was engaged as Clerk on regular and vacant post. He was removed from service on 17-9-83 illegally on the basis of falls criminal case. Ultimately he was acquitted from the case. He was filed suit in Civil Court in which ultimately he was asked on 6-4-96 to approach labour Court. Hence this reference has been claimed on the ground that his termination is bad in law.

3. The opposite party has filed reply alleging that concerned workman was temporary employee. He was guilty of offence hence he was prosecuted. Now the reference is highly belated.

4. In the rejoinder nothing new has been alleged.

5. It is to be seen if the claim, is stale. A perusal of record goes to show that earlier the concerned workman was prosecuted under Section 353, 452,

186, 504 and 506 I.P.C. By judgement and order dated 27-5-88 he was acquitted by first additional Magistrate Shikohabad. In the mean time he had filed Civil Suit. No. 408/84 before Munsif Shikohabad. By judgement and decree dated 25-9-92 the suit was decreed. The management preferred appeal No. 38/92. By judgment and order dated 6-4-96 the suit was dismissed on the ground that Civil Court has no jurisdiction to try the suit and the workman was asked to seek remedy before labour court. There after present proceedings were initiated. Thus there is satisfactory delay in prosecution of the case. In this context the case of U.P.S.E.B V/S P.O. Labour Court 1998 LAB I.C. 1702 will not be any help to the management as in said case there was unexplained delay.

5. The concerned workman has stated as WW(1) that he has worked from 21-11-81 to 17-9-83. He was confirmed on 1-1-82. At the time of termination on retrenchment compensation and notice pay was given. Further no enquiry was held.

6. There is no evidence in rebuttal.

7. In my opinion if the concerned workman had committed any misconduct domestic enquiry ought to have been held against him. Further in any case no enquiry was held atleast retrenchment compensation and notice pay ought to have given to him. In its absence the termination of concerned workman is bad from every points of view.

8. Accordingly my award is that termination of concerned workman is bad and he is entitled for reinstatement with back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, आगरा के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/224/97-आई आर बी-2/बी. I.]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 27th November, 1998

S.O. 2639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, Agra and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/224/97-IR B-2|B.I.]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL-CUM-LABOUR COURT KANPUR

Industrial Dispute No. 66 of 1998
In the matter of dispute

BETWEEN

Raj Nath Sharma C/o The General Secretary
SBI Staff Association 2/363 Namneir Agra.

AND

The Deputy General Manager
State Bank of India Sanjai Place Agra.

APPEARANCE:

Sh. V. K. Gupta—for the workman and Shri
S. N. Sharma—for the management.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/224/97-I.R.- (B.1) dated 29-4-98, has referred the following dispute for adjudication to this tribunal:—

Whether the action of the management of State Bank of India to dismiss Shri Raj Nath Sharma, from service without notice w.e.f. 3-1-97 is legal and justified? If not, he is entitled to what relief?

2. The concerned workman was admittedly working as clerk at Mainpuri branch of the State Bank of India opposite party. He was issued a chargesheet dated 5-12-92, the copy of which has been attached herewith as annexure-I. It comprises of 5 charges. One S. C. Jain an officer of the bank was appointed as enquiry officer. After completing enquiry he submitted report dated 25-2-95 holding that charge no. 5 was not proved, whereas charges nos 1 to 4 were proved. On the basis of this report the concerned workman was awarded punishment of dismissal from service vide order dated 31-1-97. Feeling aggrieved the instant Industrial dispute has been raised.

3. In the claim statement it was alleged that enquiry was not fairly and properly held whereas the opposite party bank maintained that the enquiry was held fairly and properly hence on the pleadings of the parties regarding fairness and propriety of domestic enquiry was framed as under :—

Whether the enquiry conducted by the management was not fair and proper.

4. I have gone through the chargesheet dated 5-12-1992 and enquiry report dated 25-2-1995 and other papers as well. A perusal of chargesheet would go to show that first four charges related to act of omission and negligence. It is alleged that he had committed this misconduct as he was hand in glove with account of Rakesh Kumar having current account No. 4/265. Charge no. 5 related to his

collusion on with Rakesh Kumar. For making interpolation in the record for which he had accepted Rs. 50,000 from Prakash Kumar. The enquiry officer had specifically held that there was no collusion between Rakesh Kumar and the concerned workman and further when he had not accepted Rs. 50,000 from Rakesh Kumar, it thus becomes obvious that there can be no malafide intention on the part of the concerned workman. A certain wrongful act becomes misconduct when it is done with guilty mind. In this back ground if we peruse charges no. 1 to 4 we would find that each time the concerned workman was guilty of negligence and dereliction of duty in respect of charge no. 3. There was no charge of misappropriation of money in all the four charges. Hence, there can be no loss of confidence as well. Although the enquiry officer has not given any reasons for showing that charge no. 1 to 4 were proved, yet I am inclined to agree with the enquiry officer as his findings are based on the basis of assessment of evidence adduced before the enquiry officer. As such it is held that the concerned workman was guilty of negligence in respect of charges 1, 2 and 4 and is further guilty of dereliction of duty in respect of charge no. 3.

5. As regards punishment there was no adverse antecedent. There is no question of loss of confidence for all these acts of omission punishment by way of dismissal is bad in law being disproportionate to the gravity of the misconduct. I think ends of justice will be met if one increment of the concerned workman is withheld by way of punishment.

6. Accordingly my award is that the concerned workman was guilty of misconduct in respect of charge nos 1 to 4 regarding his negligence. However my further award is that punishment of dismissal is disproportionate to the offence. Hence dismissal of the concerned workman is set aside. It is ordered that in lieu of dismissal the concerned workman will be awarded punishment by way of stoppage of one increment for two years. He will be entitled for reinstatement with full back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का. आ. 2640 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबन्धतंत्र के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/387/96-आई आर बी.-II]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2640.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management

of Punjab & Sind Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/387/96-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
DEOKI PALACE ROAD PANDU NAGAR

KANPUR

Industrial Dispute No. 79 of 1998
In the matter of dispute

BETWEEN

Secretary UP Bank Emp. Union,
36/1, Kailash Mandir,
Kanpur

AND

Senior Manager,
Punjab & Sind Bank,
Latouche Road, Kanpur

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/387/96/IR (B-II) dated 23-4-98 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Punjab & Sind Bank in imposing the punishment upon Shri S. P. Sharma Clerk-Cum-Cashier is legal and justified ? If not to what relief the said workman is entitled?"

2. It is unnecessary to give the details of the case as An. Rcp. of Union Shri B. P. Saxena has files application on 16-9-98 that reference in question stands resolved between the union and the management. Hence the reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का. आ. 2641 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक, के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/26/95-आई आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/26/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated October, 1998

Present :

Justice R. Ramakrishna, Presiding Officer.

C. R. NO. 42/97

I PARTY

Shri Lingaraju,
S/o Sri Devaiah,
No. 73, Markandeya Layout
Vittalnagar,

BANGALORE-26.

II PARTY

The General Manager,
Canara Bank, D.A. Cell
Circle Office,
No. 86, M.G. Road,
BANGALORE-560 001.

AWARD

The Government of India by reference No. L-12012/26/95-IR(B-II) dated 30-5-1995 referred the following dispute for adjudication.

"Whether the action of the Management of Canara Bank, Bangalore in dismissing Shri Lingaraju, Clerk from service w.e.f. 4-3-93 is legal and justified ? If not, what relief is the said workman entitled to ?"

The reference was registered and notice by ordinary post was sent on 3-9-97. Since the parties failed to appear, fresh notice by Registered Post with Acknowledgement was ordered.

The Second party who has received the notice failed to appear. The notice sent to the first party workman has been returned with the shara that no such person is residing in the given address.

Since the parties have failed to appear, service of notice to the first party workman could not be made even by Registered post with acknowledgement due. No progress can be made in the dispute.

In the above said circumstances, the following order is made.

The reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/107/94-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/107/94-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated 20th October, 1998

Present :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 61/94

I Party

General Secretary,
Vijaya Bank Employees Association,
No. 67, 2nd Floor, K.H. Road,
BANGALORE-560 027.

II PARTY

The Chairman & M.D.
Vijaya Bank, H.O.
Trinity Circle.
BANGALORE-560 001.

AWARD

The Ministry of Labour of Government of India having satisfied that an industrial dispute exists between the Chairman of Vijaya Bank and General Secretary, Vijaya Bank Employees Association has referred this dispute for adjudication vide order No. L-12012/107/94 dated 14/26-7-1994 on the following schedule.

"Whether the action of the management of Vijaya Bank, Bangalore in imposing the punishment of stoppage of one increment permanently on Shri T. Gopalakrishnan, Driver, vide their order dated 29-5-93 is justified? If not, what relief is the said workman entitled to?"

After the receipt of the reference it is registered in C.R. 61/94 and notice to both parties were issued. The first party has not appeared inspite of the notice. However the order sheet discloses that on 4-9-96 one Shri P. S. Rajgopal learned advocate filed vakalat Nama for the first party. After filing of the Vakalat Nama the case is adjourned on 16 times. The first party neither by himself nor through his advocate appeared and filed the claim statement. The second party is duly represented by legal practitioner.

In the facts and circumstances stated above the conduct of the first party is highly deplorable.

In view of the above this reference fails and same is rejected.

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2643 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/114/96-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 27-11-98.

[No. L-12012/114/96-IR(B-II)]

C. GANGADHARAN, Desk Officer

अनुबंध

श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी :—श्री चांदमल तोतला, आर.एच.जे. एस.

श्रम विवाद (केन्द्रीय) सं. 4/1997

श्रीमती सता कांगरा पत्नी श्री संजय कांगरा,
क्वार्टर नं. 1, ब्लॉक नं. 5, टाईन फर्स्ट पी. एण्ड
टी. कालोनी, शास्त्री नगर, जोधपुर

—प्रार्थी

बनाम

शाखा प्रबंधक पंजाब एण्ड सिंध बैंक लि., जोधपुर।

—अप्रार्थी

उपस्थिति :—

- (1) प्रार्थियों की ओर से—श्री जितेन्द्र गहलोत प्रतिनिधि
- (2) अप्रार्थी की ओर से—श्री रामेश्वर चौहान प्रतिनिधि अधिनिर्णय

दिनांक : 8-10-1998

श्रम मंत्रालय भारत सरकार की विज्ञप्ति सं. एल-12012/114/96/आई.आर. (बी-II) दिनांक 4-3-1987 से औद्योगिक विवाद अधिनियम की धारा 10 के अन्तर्गत श्रमिक कर्मचारी तथा उसके नियोजक के मध्य उत्पन्न हुआ निम्नांकित श्रम विवाद अधिनिर्णय हेतु इस श्रम न्यायालय को प्रेषित किया गया तथा दिनांक 21-4-1997 को नियमित वाद् सं. 4/97 पंजीबद्ध हुआ :—

“Whether the action of the Branch Manager, Punjab & Sindh Bank, Jodhpur in terminating the service of Smt. Lata Kangra, w.e.f. December, 1994 is legal and justified? If not, to what relief the said workman is entitled?”

उपरोक्तानुसार विवाद श्रीमती लता कांगरा की सेवा समाप्ति की वैधानिकता के संबंध में है तथा इसे श्रवैधानिक बताते हुए श्रमिका ने अपने आवेदन में बताया है कि उसे दिनांक 11-1-94 को विपक्षी के यहाँ स्थाई चतुर्थ श्रेणी कर्मचारी के पद पर 900/- रुपये प्रतिमाह वेतन पर नियुक्त किया गया था तथा उसका कार्य बैंक में सफाई करना पोचे लगाना व झाड़ू लगाना तथा अधिकारियों के निर्देशानुसार फाईलें इधर-उधर देना था। आवेदन में बताया गया है कि विपक्षी संस्थान का कार्य जनता का बैंक एकाउन्ट रखना तथा रकम ब्याज पर जमा करना व देना इत्यादि है अतः विपक्षी उद्योग की परिभाषा में तथा प्रार्थीया श्रमिक की परिभाषा में आते हैं। आवेदन के अनुसार दिसम्बर 1994 में अचानक बिना कोई कारण बताये प्रार्थीया की सेवाएं समाप्त कर दी गईं जो कि श्रम शोषण है तथा प्रार्थीया ने 11-1-94 से दिसम्बर, 1994 तक की अवधि में 240 दिन से भी अधिक कार्य कर लिया था। परन्तु प्रार्थीया की सेवा समाप्ति से पूर्व उसे एक माह का नोटिस या नोटिस वेतन व छटनी मुआवजा नहीं दिया गया व अधिनियम की धारा 25 के प्रावधानों का उल्लंघन किया गया—प्रार्थीया का कार्य स्थाई प्रकृति का था तथा उसकी सेवा समाप्ति के बाद में श्रीमती विमला को प्रार्थीया के द्वारा किये गये कार्य पर नियुक्ति दी गई परन्तु उसके पहले प्रार्थीया को नियोजित होने का प्रस्ताव नहीं दिया गया तथा इस तरह से धारा 25-जी का भी उल्लंघन किया गया है। आवेदन में बताया गया है कि प्रार्थीया को वेतन का भुगतान

उसकी इसी बैंक की पास-बुक में जमा किया जाता था तथा उसी के जरिये प्रार्थीया को भुगतान होता था व प्रार्थीया ने उसे पुनः नियुक्त करने व सेवा में लेने के लिए मई, जून, व सितम्बर 1995 में तथा जुलाई 1996 में आवेदन किये परन्तु प्रार्थीया को सेवा में नहीं लिया गया—सेवाएं निरन्तर मानते हुए सेवा में पुनर्स्थापित करने तथा सम्पूर्ण अवधि का वेतन विलाये जाने की प्रार्थना की गई।

विपक्षी के उत्तर के अनुसार प्रार्थीया की 11-1-1994 को नियुक्ति नहीं की गई थी। उत्तर में यह भी बताया गया है कि 900 रु. प्रतिमाह वेतन पर भी प्रार्थीया को नियुक्त नहीं किया गया तथा स्थाई कर्मचारी के रूप में भी नियुक्ति नहीं की गई व विपक्षी के यहां चतुर्थ श्रेणी कर्मचारी का वेतन 900/- रुपये नहीं है न ही विपक्षी को इस पद पर नियुक्ति देने का अधिकार है। उत्तर में इससे भी इन्कार किया गया है कि प्रार्थीया उसके आवेदन में अंकित कार्यों को करती हो। उत्तर के अनुसार प्रार्थीया ने 240 दिन या इससे अधिक दिनों तक कार्य नहीं किया अतः धारा 25 या अन्य किसी प्रावधान का उल्लंघन नहीं किया गया है व विमला को नियुक्ति नहीं दी गई। उत्तर में यह भी बताया गया है कि विपक्षी जोधपुर शाखा में जिस क्षेत्र में स्थित है उस क्षेत्र के मोहल्ले के घरों, मकानों में प्रार्थीया फेरी लगाकर झाड़ू इत्यादि का कार्य करती थी तथा विपक्षी बैंक जिस भवन में स्थित है उस भवन में प्रार्थीया उसका झाड़ू लगाने का काम भी फेरी पर आने पर जब कभी आवश्यकता होती वह झाड़ू लगा देती थी जो कि बैंक कार्य आरम्भ होने के आधे घंटे पूर्व करके चली जाती थी जिसका भुगतान प्रतिदिन सफाई के अनुसार उसे समय-समय पर कर दिया जाता था। उत्तर में यह भी बताया गया है कि यदि प्रार्थीया ने फेरी पर या अन्यथा झाड़ू का कार्य नहीं करती थी तो अप्रार्थी बैंक न तो उसे आने के लिए बाध्य कर सकता था और न ही इस संबंध में कोई कार्यवाही कर सकता था तथा प्रार्थीया पर किसी तरह का कोई प्रशासनिक या अन्य कोई नियंत्रण नहीं था। अतः पक्षकारों के मध्य श्रमिक व नियोजक के संबंध कभी भी नहीं थे उत्तर के अनुसार प्रार्थीया केवल मात्र आधा घंटे उपरोक्तानुसार आकर झाड़ू सफाई करती थी जो कार्य पूर्णतया अस्थायी प्रकृति का एवं समय अवधि का या एवं प्रार्थीया ने जून 1994 से नवम्बर, 1994 तक कुल 139 दिन का कार्य किया था जिसका तमाम भुगतान प्रार्थीया को कर दिया गया है व्यय सहित आवेदन अस्वीकार किये जाने की प्रार्थना की गई।

प्रार्थीया की ओर से साक्ष्य में स्वयं प्रार्थीया का शपथ-पत्र प्रस्तुत किया गया जिसमें आवेदन में अंकितानुसार तथ्य प्रस्तुत करते हुए बताया गया कि उसने 11-1-1994 से दिसम्बर 1994 तक लगातार कार्य किया जब कि उसकी सेवाएं समाप्त कर दी गई। विपक्षी की ओर से विपक्षी बैंक के तत्कालीन प्रबंधक श्री हरीनिह का शपथ-पत्र प्रस्तुत किया गया जिसमें उत्तर के अनुसार बताया गया है। शपथ-पत्रों पर प्रतिपरीक्षण भी हुआ। प्रार्थीया ने जून, 1998 में विपक्षी को

रिकार्ड प्रस्तुत कराने का आवेदन प्रस्तुत किया जिसपर विपक्षी द्वारा बस्तावेज प्रस्तुत किये गये।

उभय पक्ष के प्रतिनिधिगण के तर्क सुने गये पत्रावली का अयोजन किया गया।

इस प्रकरण में मुख्य तौर से यह देखा जाना है कि क्या प्रार्थीया को नियमित कार्य पर लगाया गया तथा क्या प्रार्थीया ने 240 दिन या अधिक दिवसों तक कार्य 12 माह में किया विपक्षी के अनुसार प्रार्थीया ने 139 दिन कार्य किया तथा प्रार्थीया सफाई हेतु उसका नम्बर आने पर या विपक्षी को आवश्यकता पड़ने पर बुलाने पर यह कार्य करती थी वह आधा घंटे में समाप्त हो जाता था।

प्रार्थीया ने 11-1-1994 को 900/- रुपये प्रतिमाह वेतन पर उसकी नियुक्ति होना तथा दिसम्बर, 1994 में अचानक मौखिक आदेश से सेवाएं समाप्त कर देना बताया है - प्रतिपरीक्षण में बताया है कि उसे कौन से महीने में कार्य पर लगाया गया, यह याद नहीं है, रिकार्ड में लिखा है तथा नियुक्ति का कोई लिखित आदेश नहीं दिया गया। प्रार्थीया ने प्रतिपरीक्षण में यह भी बताया है कि "यह सही हो सकता है कि उसे सातवें महीने में नौकरी पर लगाया गया - मेरे शपथ-पत्र में यदि जनवरी का लिखा है तो सही नहीं है।" श्रीमती विमला के संबंध में प्रार्थीया ने बताया है कि "मैं विमला नाम की किसी औरत को नहीं जानती।" साथ ही प्रार्थीया का यह कहना है कि उसने केवल चार-पांच महीने कार्य किया हो, यह गलत है तथा उसने आठ-नौ महीने कार्य किया था। प्रार्थीया ने इसमें भी इन्कार किया है कि वह केवल एक घंटे 9.30 से 10.30 बजे तक झाड़ू पोचे का कार्य करती थी तथा उसके अनुसार वह सुबह 9 बजे से शाम के चार बजे तक ड्यूटी पर रहती थी व कार्य करती थी।

विपक्षी के तत्कालीन प्रबंधक श्री हुरीसिंह के अनुसार 11-1-94 को 900/-रु. रुपये या अन्य किसी वेतन पर प्रार्थीया को नियुक्ति नहीं दी गई तथा बैंक में चतुर्थ श्रेणी कर्मचारी का वेतन 900/- रुपये प्रतिमाह नहीं है। प्रबंधक के अनुसार प्रार्थीया ने जून, 1994 से नवम्बर, 1994 तक की अवधि में ही कार्य किया तथा वह केवल प्रातः आधा घंटा बैंक में सफाई, झाड़ू का कार्य करती थी। शपथ-पत्र में यह भी बताया गया है कि प्रार्थीया पर बैंक का कोई प्रशासनिक या अन्य कोई नियंत्रण नहीं था तथा वह झाड़ू लगाने का कार्य फेरी पर आने पर टर्न आने पर करती थी तथा फेरी पर नहीं आने पर उसे यह कार्य कराने के लिए बाध्य भी नहीं किया जा सकता था - प्रतिपरीक्षण में यह बताया है कि प्रार्थीया को 30/- रुपये प्रतिदिन भुगतान किया जाता था तथा वह 9 से 10 बजे के बीच एक घंटा कार्य करके चली जाती थी वह झाड़ू पोचे का काम करती थी प्रतिपरीक्षण में यह भी बताया है कि प्रार्थीया जून, 1994 से दिसम्बर, 1994 तक झाड़ू लगाने का कार्य करती थी—दिसम्बर 1994, में उसे काम पर लेने से मना कर दिया था क्योंकि प्रार्थीया का काम ठीक नहीं था। प्रबंधक के अनुसार प्रार्थीया आकस्मिक कर्मचारी थी अतः उसकी उपस्थिति संबंधित उपस्थिति पंजीक

में अंकित नहीं की जानी थी तथा प्रार्थीया के बाद में हो सकता है कि किसी और को सफाई कार्य के लिए रखा गया हो तथा इस संबंध में उसे जानकारी नहीं है क्योंकि उसका दिसम्बर, 1994 में स्थानांतरण हो गया था।

स्वयं प्रार्थीया ने प्रतिपरीक्षण में बताया है कि उसका सारा वेतन उसके खाते में जमा किया जाता था। प्रार्थीया की प्रार्थना पर विपक्षी के द्वारा भुगतान वाउचर्स प्रस्तुत किये गये हैं इन वाउचर्स को देखें तो स्पष्ट होता है कि 16-7-94 तक की अवधि के लिए 1-8-1994 को 14 दिन के 20/- रुपये की दर से 280/- रुपये का भुगतान किया गया 30-7-94 तक की अवधि के लिए 12 दिन का भुगतान हुआ इसके बाद 15-8-94 तक के लिए 12 दिन का भुगतान 1-9-94 को हुआ, तथा 13-9-94 तक अवधि के लिए भुगतान 1-10-94 को 10 दिन का हुआ, 31-8-94 तक की अवधि का 13 दिन का भुगतान 2-9-94 को हुआ तत्पश्चात् 30-9-94 तक की अवधि के लिए 15 दिन का भुगतान 4-10-94 को हुआ, फिर 31-10-1994 की अवधि का भुगतान 13 दिन की अवधि का 2-11-1994 को हुआ तथा इसी तरह तत्पश्चात् 4-12-1994 को 15 दिन का तथा 1-11-1994 को 12 दिन का व 2-12-1994 को 7 दिन का भुगतान हुआ। 2 दिसम्बर के बाद में कोई भी भुगतान किया जाना प्रकट नहीं होता तथा इस संबंध में उल्लेखनीय है कि स्वयं प्रार्थीया के अनुसार उसकी सेवाएं दिसम्बर, 1994 को समाप्त कर दी गई। इन वाउचर्स के अनुसार प्रार्थीया को कुल मिलाकर 123 दिनों का भुगतान किया गया है। इन वाउचर्स को देखते हुए विपक्षी के उत्तर में लिखा यह कथन पूरी तरह से सही प्रतीत होता है कि प्रार्थीया के द्वारा 139 दिन ही कार्य किया व कराया गया।

प्रार्थीया ने उपरोक्तानुसार साक्ष्य में बताया है कि उसे बैंक खाते से ही भुगतान किया जाता था। आवेदन में ही यह अंकित है कि उसे भुगतान पहले बैंक में उसके खाते में रकम जमा करके लिया जाता था। विपक्षी ने बैंक खाता खोलने की प्रतिलिपि प्रस्तुत की है जिसके अनुसार खाता 2-7-94 को खोला गया है। स्वयं प्रार्थीया ने उसके बैंक पास-बुक की प्रतिलिपि प्रस्तुत की है जिसके अनुसार 2 जुलाई से ही खाता खोला गया इस तरह यह निष्कर्ष लेने में कोई हिचकिचाहट नहीं हो सकती कि खाता दो जुलाई को ही खोला गया था - प्रार्थीया द्वारा प्रस्तुत की गई पास-बुक में 4 अक्टूबर तक की प्रविष्टियां हैं जिसमें विपक्षी द्वारा प्रस्तुत उपरोक्तानुसार उस अवधि तक कर दिये गये भुगतान की भी प्रविष्टियां हैं। एक अक्टूबर के बाद में कोई प्रविष्टि नहीं है तथा इसका सीधा मानने योग्य कारण है कि प्रार्थीया ने इसके बाद में प्रविष्टियां नहीं कराई। यदि प्रार्थीया के कथनों को पूरी तरह से मत्त्व मान लें तब भी खाता 2 जुलाई के बाद में खोला गया। अतः स्पष्ट है कि 2 जुलाई के पहले कभी प्रार्थीया ने कार्य नहीं किया दो जुलाई के बाद में 30-11-94 तक का प्रत्येक दिन गिन लिया जावे तब भी कुल 150 दिवस ही होते हैं। अतः प्रार्थीया द्वारा 240 या इससे अधिक दिन तक कार्य किया जाना किसी

भी तरह से नहीं माना जा सकता। जहाँ तक श्रीमती विमला का प्रश्न है स्वयं प्रार्थीया ने जो बताया है उसे अंकित किया जा चुका है।

प्रतिनिधि प्रार्थीया ने तर्क दिया है कि विपक्षी के यहाँ सफाई कार्य की आवश्यकता है तथा किसी न किसी को इस कार्य पर लगाया हो गया होगा व लगाया जा सकता है। अतः प्रार्थीया को सेवा से हटाये जाने का कोई कारण नहीं है। न्यायालय में राय में इस तर्क में कोई सार नहीं है क्योंकि प्रार्थीया द्वारा 150 से भी कम दिवसों तक काम किया गया है तथा तथ्यों को देखते हुए यह निष्कर्ष स्पष्ट है कि प्रार्थीया केवल मात्र आकस्मिक श्रमिका थी जो भी नियमित नहीं थी अर्थात् प्रत्येक कार्य दिवस पर कार्य नहीं करती थी।

विपक्षी की ओर से तर्क दिया गया कि प्रार्थीया पूर्ण-तया अस्थायी आकस्मिक श्रमिका थी जिसकी आवश्यकता होने पर कार्य पर बुला लिया जाता था तथा प्रति दिन कार्य पर नहीं आती थी बल्कि बुलाने पर आती थी व उसके कार्यों पर किसी तरह का कोई प्रशासनिक नियंत्रण नहीं था न ही उसे कार्य पर आने के लिए तकाजा किया जा सकता था अतः ऐसे कर्मचारियों को श्रमिक नहीं माना जा सकता तथा उसे किसी तरह के कोई अधिकार उत्पन्न नहीं होते। विपक्षी की ओर से यह भी तर्क दिया गया है कि अटेंडेन्स रजिस्टर की प्रतिलिपि प्रस्तुत कर दी गई है जिसमें प्रार्थीया की कहीं उपस्थिति अंकित नहीं है एवं बैंक में नियमित/स्थायी चतुर्थ श्रेणी कर्मचारियों का वेतन कहीं अधिक तीन-चार हजार रुपये प्रतिमाह होता था और प्रार्थीया को जब भी वह कार्य करती थी तब 30 रुपये प्रतिदिन दिया जाता था तथा उसको कभी भी एक महीने के पूरे कार्य दिवसों का भुगतान नहीं किया गया। विपक्ष की ओर से तर्क दिया गया कि ऐसे कर्मचारी श्रमिक नहीं हैं तथा दैनिक वेतन भोगी कर्मचारी को इस तरह के कोई अधिकार भी उत्पन्न नहीं होते। इस संबंध में विपक्षी की ओर से ए. आई. आर. सुप्रीम कोर्ट 1997 (3) 733 हिमांशु कुमार विधार्थी बनाम स्टेट आफ बिहार व ए. आई. आर. 1998 सुप्रीम कोर्ट-1477 अरुण कुमार रोट बनाम स्टेट बैंक ऑफ बिहार प्रस्तुत की जिनका आदरवूचक अधलोकन किया गया। विपक्षी के तर्क महत्व के हो सकते हैं परन्तु इस प्रकरण के तथ्यों को देखते हुए इस पर विस्तार से विचार करने की आवश्यकता नहीं रह जाती क्योंकि प्रार्थीया ने 150 दिवसों से कम अवधि तक काम किया है व उसके तुरन्त बाव या कुछ समय बाद में किसी को लगाया जाना प्रमाणित नहीं है।

परिणामस्वरूप प्रार्थीया कोई अनुतोष प्राप्त करने की अधिकारिणी नहीं है तथा प्रार्थीया की सेवा समाप्ति पूर्णतया उचित एवं वैध है। तदनुसार यह विवाद अधिनिर्णित किये जाने योग्य है।

अधिनिर्णय

केन्द्रीय श्रम मंत्रालय भारत सरकार की विज्ञप्ति सं. एफ-12012/114/96-आई. आर. (बी-II) के अन्तर्गत 3295 GI/98-8.

प्रेषित विवाद इस तरह से अधिनिर्णीत किया जाता है कि प्रार्थीया श्रीमती लता कांगरा की अप्रार्थीया ब्रांच मैनेजर पंजाब एवं सिंध बैंक, जोधपुर द्वारा दिसम्बर 1994 से की गई सेवा समाप्ति पूर्णतया उचित एवं वैध है। प्रार्थीया अप्रार्थी से कोई अनुतोष प्राप्त करने की अधिकारी नहीं है। इस अधिनिर्णय को प्रकाशनार्थ श्रम मंत्रालय भारत सरकार नई दिल्ली को प्रेषित किया जावे।

यह अधिनिर्णय आज दिनांक 8-10-1998 को न्यायालय में हस्ताक्षर कर सुनाया गया।

चांदमल तोतला, न्यायाधीश

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2644:—औद्योगिक विवाद अधियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/185/95-आई. आर. (बी-II)]

सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/185/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE.

Dated the 2nd November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. NO. 184/97

1st Party

The General Secretary,
Vijaya Bank Workers
Organisation
37/1, Carstreet, Bangalore-
560 008.

2nd Party
The General Manager,
Vijaya Bank, H.O.,

Personnel Department,
Mahatma Gandhi Road,
Bangalore-560 001.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 23rd October, 1998

PRESENT :

JUSTICE R. RAMAKRISHNA, Presiding Officer

C. R. NO. 226/97

AWARD

The Government of India having satisfied that an industrial dispute exists between the parties referred above has sent this reference for adjudication within 3 months on the following schedule:—

“Whether the action of the management of Vijaya Bank, Bangalore in prohibiting Ms. Sudha a deaf and dumb woman Sub-Staff wearing Churidar stitched out of the cloth supplied for uniform is legal and justified? If not, to what relief the workman is entitled?”

The schedule for reference discloses that the dispute between the Management and Ms. Sudha is the justification of wearing churidar stitched out of the cloth supplied for uniform. The General Secretary who is representing the first party filed a Memorandum of Settlement disclosing that the list between the first party and the second party has not inexistence due to the fact that new guidelines issued by the Bank vide Circular No. 194/95 dated 30-9-1995 relating to uniform and liveries, which has been accepted by the Vijaya Bank Workers Organisation.

In view of these circumstances there is no list existing to pass any Award, consequently the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिन्डिकेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/255/96-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2645.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sydicate Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/255/96-IR(B-II)]

C. GANGADHARAN, Desk Officer

I PARTY

The State Secretary,
Syndicate Bank Staff Union
G-6, Manish Towers,
84, J. C. Road, Bangalore-2.

II PARTY

The Deputy General Manager
(Industrial Relations)
Syndicate Bank,
Gandhinagar,
Bangalore-9.

AWARD

The Ministry of Labour of Government of India having satisfied that an Industrial Dispute exists between the Deputy General Manager, Syndicate Bank and the State Secretary Syndicate Bank Staff Union has referred this dispute for adjudication vide order No. L-12012/255/96/IR(B-II) dated 6-5-1997 on the following schedule :

“Whether the action of the management of Syndicate Bank in imposing punishment of stoppage of one increment with cumulative effect on Shri H. Nagaraj for improper LFC claim is legal and justified? If not, what relief the said workman is entitled to?”

The ordinary notice issued by this tribunal has served to the first party to appear and participate in the proceedings. The first party also failed to comply with the mandatory directions under Rule 10(B) of the Industrial Disputes (Central) Rules 1957 as indicated in the reference. The register notice was issued which was duly acknowledged by both parties. None appeared consequent to the notice.

Since the dispute is to be adjudicated mainly on the claim statement made by the first party and the first party having failed to appear before this tribunal after notice, no progress can be made in this adjudication.

In the result this reference fails and same is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हलाहवाव बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[स. एल-12012/259/87-डीII(ए)/आई.आर. (बी-II)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2646.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/259/87-D-II(A)]JR(B-II)
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 40 of 1988
In the matter of dispute.

BETWEEN

The Assistant General Manager, Allahabad Bank, Zonal Office, Swarup Nagar, Kanpur.

AND

Ram Lakhan son of Sri Heera Lal Plot No. 852 Rawatpur, Gaon Bakarmandi Tiraha, Kanpur.

APPEARANCE :

Sri M. K. Verma for the Management and
Sri B. P. Saxena for the workmen.

AWARD

1. Central Government, Ministry of Labour, vide Notification No. L-12012/259/187-D-II(A) dated nil has referred the following dispute for adjudication to this tribunal —

Whether the action of the management of Allahabad Bank in terminating the services of S/Sri Swami Din, Jeewan Chander, Udai Kumar, Chander Shekhar Dwivedi, Ram Manohar, Baburam, Shanker Lal Namdeo, Devidin, Balaprasad, Surender Kumar, Gulab Chander Harikishan, Kalpnath Ram, Ram Lakhan, Harish Chandra Yadav, Narendra Narain Mishra, Sunder Lal, Ram Naresh, Dayaram, Ramayana Rai, Ram

Shanker Ram, Iltaph Khan, Rampuri Ram, Devendra Ram, Khemchand, Nandkishore, Harichan, Rajendra Pratap Mishra, from the services of the bank and not considering them for further employment while recruiting fresh hands under section 25H of I.D. Act is justified? If not, to what relief the workman concerned are entitled to?

2. In this reference there are 28 workmen whose names are given above. Except Sunder Lal, Ram Naresh, Khem Chand and Nand Kishore the rest, 24 persons had filed claim statement. After filing of written statement the management had filed writ petition No. 19442 of 1988 challenging the validity of joint reference of so many workmen who were alleged to have worked at different branches of the bank. Proceedings were stayed by the hon'ble High Court. Vide judgment and order dated 5-12-97 the Hon'ble High Court ultimately dismissed the writ petition, consequently the stay order was also vacated. Thereafter, notices were issued to all the workmen. Out of them 23 persons except Rajendra Pratap had put in appearance.

3. Rajendra Pratap Mishra had not put in appearance for two or three dates when the proceedings of the case were in advance stage Rajendra Pratap Mishra applied for prosecution of case. As the matter had become quite old and opportunity was given to this workman in the past, finding no sufficient ground his application was rejected. He filed writ petition before the Hon'ble High Court. High Court had stayed the prosecution of case against this workmen, hence once again proceedings against this workman shall remain stayed till the disposal of his case.

4. It may once again be mentioned that out of 23 workmen who had filed claim statement only 11 persons, namely, Narendra Narain Mishra, Jeevan Chandra, Ram Shanker Ram, Balaprasad, Iltaph Khan, Harish Chandra, Ram Pati Ram, Ramayan Rai, Daya Ram and Kalpnath Ram have entered into witness box. Devi Deen had died during the proceedings of the reference. His widow Smt. Ramkali has given evidence.

5. In view of this the claim of all the workmen except the above mentioned 11 persons is rejected for want of prosecution and proof.

6. Consequently the reference is being made of the claim statement of 11 persons.

7. The case of Dayaram is that he had worked between 17-5-83 and 25-4-85 at Dildar Nagar Branch in District Ghazipur branch of the bank. There had been breach of Sec. 25H of I.D. Act when he was removed from service as new hands were recruited and he was not given opportunity.

8. The case of Kalpnath Ram is that he was engaged as temporary peon in city branch General Ganj, Kanpur from 4-2-80 to 6-6-81. There had been breach of provisions of section 25G and H of I.D. Act when he was removed from service.

9. The case of Harish Chandra Yadav is that he had worked from 12-8-82 to 30-4-83 a main branch Kanpur as peon. There had been breach of provisions of section 25G and H in termination of his services.

10. The case of Itaph Khan is that he had worked from 22-4-97 to 17-7-82 at Taksal road branch of the bank and later at Naibazar Branch. There had been breach of provisions of section 25FGH of I.D. Act.

11. The case of Ramayana Rai is that he had worked at Yusufpur branch of the bank in district Ghazipur from 19-6-73 to 4-1-80 and later on at Varanasi. There had been breach of provisions of section 25H of I.D. Act in termination of his services.

12. The case of Jeewan Lal is that he had worked from 18-9-81 to 5-12-82 for 86 days at Banda branch of the bank. There had been breach of provisions of sections 25H of I.D. Act, in termination of his services.

13. The case of Rampati Ram is that he had worked at Ghazipur branch as peon from 9-2-81 to 13-11-81 for 117 days. There had been breach of provisions of section 25H of I.D. Act.

14. The case of Ramashanker Ram is that he has worked at Ghazipur branch from 21-9-81 to 20-5-82 for 139 days. There had been breach of provisions of section 25H of I.D. Act.

15. The case of Devidin is that he had worked as peon from 1-8-82 to 31-1-83 at Banda branch of the bank. There had been breach of provisions of section 25F and H of I.D. Act.

16. The management has filed separate written statement in respect of the 24 workmen. Their substance is that of denial of these workmen having worked at various places as peon on temporary basis. Instead they were engaged as casual worker for purposes other than peon as permanent peon were already working there. Further, it is alleged that there had been no fresh appointment. It is also alleged that that initial appointment of these workmen by the manager was illegal. It was in breach of rules and further the manager had no authority to appoint them.

17. In the rejoinder nothing new has been alleged.

18. After the case was reopened the workmen applied for amendment of claim statement thereby disclosing the names of various persons who were alleged to have been appointed subsequent to their termination. It was done to prove the case under section 25H of I.D. Act. This fact was not denied by the management by filing additional written statement.

19. In their respective evidence Narendra Narain Mishra, W.W.1, Ramnath Ram W.W.2, Harish Chandra Yadav W.W.3, Itaph Khan, W.W.4, Ramayan Ram W.W.5, Heewan Chand W.W.6, Balaprasad W.W.7, Ramapatiram W.W.8, Ramshanker Ram W.W.9, Smt. Ramkali W.W.10 on behalf of Devidin who have supported their versions as given in the claim statement.

20. In doing so they have also given the names of persons who were engaged subsequent to their termination. On the other hand the management have examined Chotan Lal, M.W.1, Dipak Kapoor M.W.2, Suraj Narain M.W.3, Shivmangal Prasad M.W.4, R. K. Seth M.W.5, Ram Shanker Rai M.W.6, P. K. Chaudhary M.W.7, Kamla Rai M.W.8, R. S. Pathak M.W.9, R. L. Pandey M.W.10 and R. S. Bhatt M.W.11 to rebutt the case of each and every workman who have given evidence.

21. At the outset it may be mentioned that I am not inclined to accept the version of the workmen regarding breach of provisions of section 25H of I.D. Act. In the first place the concerned workmen had not given these names in their earlier claim statement. Even in the rejoinder which was filed subsequently these names were not given. At fagend of the case these names were incorporated by way of amendment. Unfortunately, these amendment was not incorporated in their claim statement, hence technically these names could not be used. On facts I feel that I giving of these names is after thought. In the recent past this tribunal had been rejecting the claims based on section 25H of the I.D. Act where names are not given in the claim statement or in the rejoinder. I am convinced that in order to fill up to lacuna that these names have been incorporated. As regards the bank their difficulty can be judged from the fact that the matter has become quite old. Had the names above disclosed in the claim statement, their names could have been ascertained. By this time the record would not have been available. Still the management witness have made statement denying these facts. Hence mainly because these names have not been disclosed at the earliest, I am not inclined to believe the evidence of this witness on this point.

22. As regards the claim of Dayaram, he himself has contradicted his statement by stating that he had worked between 17-5-93 to 25-4-95. I may also observe that he had given this statement after reading some thing which was written in his palm. The authorised representative of the workmen has submitted that in any case in the written statement the number of days of working of Dayaram is admitted. Even if it is so the case under section 25H of I.D. Act is not proved for reasons mentioned above.

23. There is no evidence worth the name that there had been breach of provisions of section 25G of I.D. Act in respect of any workmen. As regards breach of provisions of section 25F there is case of Itaph Khan W.W.4. I am not inclined to accept his evidence as his evidence has been duly rebutted by Shivmangal Prasad M.W.4 and Chotan Lal Srivastava M.W.1.

24. The authorised representative of the workmen has referred to me the copy of award given by this tribunal in I.D. No. 111 of 1986, Ashok Kumar Yadav versus Oriental Bank of Commerce dated 17-7-96 in which benefit of section 25H of I.D. Act was extended to the workmen. There this Tribunal had recorded a clear cut finding that these workmen were engaged temporarily whereas in the instant case it has been found that these workmen had not worked as peon instead they had worked as casual workers as such benefit of section 25H of I.D. Act cannot be

extended to these workmen. Consequently these workmen will not be entitled for benefit of this award.

25. Apart from this it has been admitted by all the workmen in their respective statement that they were daily rated worker. My finding is that they had casual worker. None of the provisions of section 25 FG and H are available to such a workman.

26. Lastly the authorised representative of management has referred to the case of District Co-operative Federation verses Presiding Officer Labour Court Agra 1998 (98) FJR 144 Ashwani Kumar versus State of Bihar 1997 2 SCC (1) in which it has been observed that workers who had been appointed unauthorisedly cannot have benefit of any provisions of law challenging their termination. Thus it will be seen that the claim of contesting 11 workmen has not been established. Hence, their claim has to be rejected on merits.

27. As regards remaining workmen except Rajendra Prasad Mishra their claim has to be rejected for want of prosecution and proof.

28. Thus for the reasons given above my award is that termination of all the concerned workmen except Rajendra Prasad Mishra is not bad. Consequently they will not be entitled for any relief.

29. The case against Rajendra Prasad Mishra shall remain stayed till the disposal of writ petition.

Dated 16-11-1998

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/100/96-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2647.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/100/96-IR(B-II)]

C GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 74 of 1997

In the matter of dispute

BETWEEN

The Dy. General Manager,
Andhra Bank,
Zonal Office,
11/5-B Shanti Chambers,
Pusa Road, New Delhi.

AND

The Secretary,
U.P. Bank Employees Union,
Red Gate Hotel Golaganj,
Lucknow.

APPEARANCE:

B. P. Saxena for the workman and Amreek Singh for the Management.

AWARD

1. Central Government, Ministry of Labour, vide notification No. L-12012/100/96 I.R. (B-II) dated 8-5-97, has referred the following dispute for adjudication to this Tribunal:—

“Whether the action of the management of Andhra Bank in imposing the punishment of stoppage of four annual increments with cumulative effect on Sri M. R. P. Tiwari, clerk Aminabad branch Lucknow is legal and justified? If not to what relief the said workman is entitled to?”

2. The concerned workman MRP Tiwari was admittedly working as clerk in the opposite party Andhra Bank at Lucknow. He was issued a chargesheet dated 1-5-89 which runs as under—

“It is reported that an amount of 5,00,000 was entrusted to you by the sub-manager of our Lucknow Branch on 10-12-86, for sorting. It is reported that you kept rupees four lakhs in drawers and did not even close the drawers completely and left half closed. It is further reported that you did not bolt the door of the cash cabin from inside which resulted in the theft of one bundle containing Rs. 100000 from cash cabin.”

This chargesheet dated 1-5-89 was issued by Chief Manager P&D in the capacity of disciplinary authority M. K. Garg was appointed enquiry officer. He submitted his report dated 12-6-92. After usual show cause notice disciplinary authority awarded punishment by order dated 21-9-93 by way of stoppage of four annual increments with cumulative effect. Feeling aggrieved the concerned workman has raised the instant industrial dispute. In the claim statement the fairness and propriety of domestic enquiry was challenged which fact was denied by the management,

hence a preliminary issue regarding fairness and propriety of domestic enquiry was framed and parties have been heard on this issue.

3. The authorised representative of the workman has not pointed out any procedural lapse in holding of inquiry. His only objection is that the chargesheet has not been issued by the competent authority. It is alleged that regional manager was the competent authority whereas chargesheet has been issued by chief manager R&D hence it is bad in law. In order to meet this objection the authorised representative of the bank as referred to me copy of circular no. 122 dated 31-5-89 by which Personnel Manager has been made the disciplinary authority hence it is submitted that there is no flaw in this chargesheet. The authorised representative of the workman has submitted that this chargesheet was issued on 1-5-89 i.e. before the issuance of circular dated 31-5-89 hence it will not govern the present case. There is force in this contention. Hence I come to the conclusion that on 1-5-89 when chargesheet was issued chief manager P&D was not the disciplinary authority instead Regional Manager was the proper authority. Any how both of them are of equal rank. Hence this objection is overruled. Accordingly it is held that there was no flaw in the enquiry as such it is held that enquiry was fairly and properly held.

4. As the punishment is less than dismissal and removal this tribunal cannot look into the question of proportionality of punishment.

5. Accordingly in view of above discussion my award is that the action of the management in imposing punishment by way stoppage of increment is justified. The concerned workman is not entitled for any relief.

Date 6-11-1998

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.प्र. 2648. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/264/94-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2648.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen which was received by the Central Government on 24-11-98.

[No. I-12012/264/94-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT, DEOKI PALACE,
ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 11 of 1995

In the matter of dispute :

BETWEEN

U.P. Bank Employees Union,
Madhav Bhawan,
15/22-A, Civil Lines Kanpur.

AND

Chief Manager,
Allahabad Bank,
Zonal Office,
Kanpur.

APPEARANCE :

Shri B. P. Saxena for the Union.
Shri M. K. Verma for the Management.

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/264/94/94 I.R. (B-2) dated 12-1-1995 has referend the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Allahabad Bank, Kanpur in dismissing Sri Natwar Lal Tandon Clerk from service w.e.f. 25-8-1994 is legal and justified ? If not, what relief is the said workman entitled to ?"

2. The concerned workman Natwar Lal Tandon was posted as Clerk at Peel Khana branch Kanpur of the opposite party Allahabad Bank and was working as Day Book Writer. In that course he has alleged to have committed certain acts of misconducts, which were formulated to the form of charge sheet dated 30-5-94 the copy of the same is Annexur-I. This charge sheet was issued by the Regional Manager it comprise of 12 charges. One A.P. Gupta an officer of the Bank was appointed enquiry officer. After completing enquiry he submitted his report on 3-8-1994. Agreeing with this report the concerned workman was dismissed from service.

3. Feeling aggrieved the concerned workman the concerned workman has raised the instant industrial dispute. In the claim statement it was alleged that enquiry was not fairly and properly held. Further it was alleged that he has not committed any misconduct.

4. In the written statement it was maintained that enquiry was fairly and properly held. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. I have heard the parties on the preliminary issue.

5. In the first place it was submitted that by the Au. Rep. of the workman that in the matter F.I.R. was lodged on 29-4-1994. One year had not elapsed hence enquiry could not be held. Within one year of the lodging of the F.I.R., as is provided in para 19.4 of Bipartite Settlement. There is no dispute that enquiry has been initiated within one year of the lodging of Report. The Au. Rep. of the Bank has drawn distinction by submitting that F.I.R. was lodged in respect of criminal misappropriation where is the charge is for certain lapses due to which financial loss was caused. The Au. Rep. of the workman did not give any reply to this explanation. Hence I accept the submission on behalf of the bank and over rule his contention.

6. In the 2nd place it was submitted that the concerned workman had sent a letter dated 29-7-1994 the bank has not filed second page of this letter hence adverse inference should be drawn. I do not find any merit in this contention as subsequently the entire papers were filed. Further the

concerned workman was in possession of this letter hence no prejudice was caused to him.

7. In the end place it was submitted that concerned workman was heard patient and he could not attend the hearing. The enquiry officer did afford him opportunity to cross examine management witness and adduce his evidence in defence. In my opinion the plea of illness have been concocted for the purposes of the case. I have gone through the enquiry proceedings. These proceedings started on 8-7-1994. There after from 12-7-1994 to 16-7-1994 proceeding took place daily. Next proceeding took place on 19-7-1994 and 20-7-1994. There after proceeding took place on 23-7-94, 25-7-94 and 26-7-94. From 8-7-94 to 16-7-94 the concerned workman regularly attended the hearing and adopted delayatory tactics to delay the case. Suddenly on 19-7-1994 he claim to develop heart problem. He was asked to furnish certificate from C.M.O. Kanpur, which was not filed on the one pretext or the other. Management examined Sarvesh Kumar Sharma MW(1). There after the case was closed on 26-7-94. This delay was intended by the workman as his retirement was quite closed, where as management wanted to finish it before retirement. I am of the opinion that medical certificate filed by the workman before the enquiry officer were manipulated as they were not supported by any affidavit. Hence it become clear that the concerned workman deliberately avoided to attend the hearing as such in view of case of Shiv Sampat Lal V/s State of U.P. 1983 I.A.B I.C. 324 he was not entitled for any fresh opportunity to adduce evidence in defence.

8. Lastly it was submitted that workman had applied on 1-9-1994 for reopening of the case but no order were passed. It appears that this letter was addressed to Branch Manager and copy was addressed to the enquiry officer. The enquiry report has been sent on 3-8-1994 as such the enquiry officer could not have opportunity to see it. In any case I find that this letter was an other device to delay the proceedings.

9. Thus having over ruled all the objections of the workman I find the enquiry was fairly and properly held.

10. I further find that punishment awarded to the concerned workman is not disproportionate to his misconduct. Hence my award is that dismissal of concerned workman is justified. Consequently he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

ALLAHABAD BANK

(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office KANPUR.

REF. No. : RO/VIG/PKK/NLT/3014 DATE : 30-05-1994

Shri Natwar Lal Tandon,
Clerk (Under Suspension)
Allahabad Bank,
Pheelkhana,
KANPUR.

Dear Sir,

Further to order vide No. RO/KAN/INS/VIR/2175 dated 17-03-1994 placing you under suspension from duty, you are hereby charged as under.

CHARGE SHEET

While working as Clerk at the Bank's Pheelkhana, Kanpur Branch. During the period from 18-05-1994 to 17-03-1994 you have committed certain acts of misconduct for which you are hereby charged as under :

1. You have written the Log Book on 24-2-1993 and in the Log Book of Current Account you failed and neglected to detect that a fake credit entry of Rs. 70,18,700 was made in the body writing of Shri K. L. Tandon relating to two cheques No. 010632 and 012673 dated 21-2-1993 for Rs. 38,90,000 and Rs. 31,28,700 respectively presented by the payee namely Ms. Sukesh Investments Private Limited, drawn on Bank of Baroda, Collectorganj, Kanpur.

It is revealed that the said cheques although were entered in the clearing Register, but had been fraudulently withheld by Shri K. L. Tandon aforesaid, and were deliberately not sent in clearing to the Drawee Bank for payment in collusion with Shri Sanjai Somani the main culprit, and the amount of the said cheque had been fraudulently credited to the Current Account of M/s. Sukesh Investments Private Limited. Had you been vigilant the said fake credit entry could have caught your attention persuading you to verify the same with the relative voucher which actually was not existing. Since you were writing the Log Book and all the entries were made by you, it was your duty to verify the same with the relative voucher, and had you done so, the fraud could have been detected then and there averting further similar fraudulent transactions.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the first bipartite settlement dated 19-10-1966.

2. You wrote the debit entry of Rs. 29.00 Lacs in the Log Book on 23-12-1992 negligently ignoring that the relative voucher was not countersigned by the Special Assistant. It is revealed that on 23-12-1992, three cheques bearing no. 010628, 010630 and 01062 dated 19-12-1992 for Rs. 8,00,000, Rs. 10,00,000 and Rs. 11,00,000 respectively drawn on Bank of Baroda, Collectorganj, Kanpur, favouring M/s. Sukesh Investment Private Limited, were received at the Branch. The same although were entered in the Clearing Register, but were withheld by Shri R. R. Bajpai, Officer and were not sent in clearing to the Drawee Bank for Collection while the amount of the said cheques aggregating to Rs. 29.00 Lacs was fraudulently credited to the current account of the said firm. Shri R. R. Bajpai aforesaid also entered amount of the said 3 cheques in the Log Book, himself while all other entries were written by you. Had you been vigilant you could have not failed in detecting as to why the said relative three vouchers of such a high value were neither countersigned nor passed and also could have not failed in suspecting 8 entries of Rs. 29.00 Lacs written in the Log Book, by Shri Bajpai aforesaid.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the settlement aforesaid.

3. While writing the Log Book on 26-3-1993 you negligently overlooked to observe as to why the relative voucher of Rs. 14,35,410.57 being of such a high value, was single handedly prepared and passed by Shri Bajpai aforesaid and the same even having not been countersigned by the Special Assistant. You also negligently overlooked interpolation in the clearing slip received from the service branch. It is revealed that a cheque, bearing No. 011930 dated 24-3-1993 for Rs. 24,99,000.00 favouring Shri Shrawan Kumar Agarwal, drawn by M/s. Somani Investments, was presented in the clearing by ANZ Grindlays Bank. The said cheque was received at the Pheelkhana Branch from service branch on 26-03-1993. The amount of the said cheque was included in the clearing slip received from service branch whose actual total for 23 cheques was Rs. 39,34,410.57. In order to fraudulently accommodate the Drawer, total of the clearing slip received from the service branch, was amended to Rs. 14,35,410.57 by Shri Bajpai aforesaid resultantly Branch Clearing was credited less Rs. 24,99,000.00. The said cheque thus neither was debited to the Drawer's Account nor was returned to the presenting Bank. Had you discharged your duty honestly and diligently the discrepancies mention above in the fraudulent transaction could have caught your attention and the fraud perpetrated on the bank could have been averted.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (i) of the settlement aforesaid.

On 28-8-1992 a cheque bearing No. 833333 dated 27-8-92 for Rs. 20,00,000.00 favouring U.P.S.E. Margin Money Account drawn by M/s. Somani Investments drawn on Punjab National Bank U.P. Stock Exchange was returned but debit voucher to debit of suspense account clearing was prepared by Shri K. L. Tandon aforesaid and the same was countersigned by you. Then on 28-8-1992 itself a credit voucher of suspense account clearing for Rs. 20,00,000.00 was prepared by the said Shri K. L. Tandon and the same was released on 29-8-1992 passed by the said Shri Tandon and countersigned by you to make the suspense account clearing head

as Nil. The contra debit voucher dated 28-08-1992, released on 29-08-1992 for Rs. 10,000.00 indicating return of the two cheques, was prepared by you and the same was interpolated by said Shri Tandon by adding 20 in words and figure to make the said voucher for Rs. 20,10,000.00 while the actual credit voucher (V-4) sent to the service branch, was for Rs. 10,000.00 only. Thus you negligently countersigned the said vouchers V-1 and V-2 debiting and crediting suspense account clearing recoverable respectively. Knowing fully well that the said head suspense account created at branch, was absolutely unauthorised. Since Somani Group of Companies was being fraudulently accommodated, you negligently overlooked this discrepancy as a result of which perpetration of fraud could not be timely detected.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the settlement aforesaid.

5. On 17-6-1993, three cheques bearing No. 037204 dated, 16-6-1993 for Rs. 10,10,306.00 drawn by Somani Investments favouring M/s. S. H. Investors presented through clearing by Punjab National Bank U.P. Stock Exchange No. 037254 dated 15-6-1993 for Rs. 49,00,000.00 drawn by Somani Investors favouring self presented through clearing by Punjab National Bank U.P. Stock Exchange and No. 037205 dated, 15-6-93 for Rs. 42,48,000.00 drawn by M/s. Sukesh Investors favouring M/s. Somani Investments presented through clearing by Punjab National Bank U.P. Stock Exchange, in all aggregating to Rs. 1,01,58,306.00 were received with other clearing cheques at the Branch. The total of clearing slip for 27 cheques was Rs. 1,08,04,978.82. Later on, the said three cheques were entered in the cheque returning register but the same were not returned to the presenting Bank through service branch and were withheld at the branch on 17-6-1993. There was one more cheque for Rs. 1,519.00 which was also to be returned and only this cheque was actually returned with the clearing schedule by manipulating relative voucher V-4 for Rs. 10159325.00 showing as if all cheques (fake) had been returned in clearing. To tally the day book a debit voucher debiting suspense Account clearing for the amount of Rs. 1,01,58,306.00 (Amount of said 3 cheques) was prepared and passed by Shri R. R. Bajpai, aforesaid. On 18-06-1993 forged credit voucher favouring suspense account clearing for Rs. 1,01,58,306.00 was fraudulently prepared and passed by said Shri Bajpai to make the suspense account clearing head NIL.

While writing the Log Book on 17-06-1993 and 18-06-1993 you negligently overlooked to observe as to why vouchers V-1, V-6 and V-4 of such a high value were prepared and passed single handedly by the said Shri Bajpai. Had you discharged your duties honestly and diligently this could have created suspicion in your mind and the said fraudulent transaction dishonestly accommodating the Somani Group of Companies could have been detected averting commission of such fraudulent transaction in future also.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5(j) of the Settlement aforesaid.

6. On 29-6-1993 a cheque No. 037213 dated 24-6-1993 for Rs. 15,74,108.00 drawn by M/s. Somani Investments favouring self-presented through clearing by Punjab National Bank U.P. Stock Exchange was received at the Branch along with other clearing cheques. In the absence of fund in the party's Account, suspense Account clearing debit voucher for Rs. 15,74,108 was prepared and passed single handedly by Shri Bajpai aforesaid. Later on two other cheques were found to be returned in clearing. These returnings were entered in the cheque returning Register and clearing schedule was prepared showing entries of the said two cheques as Rs. 1,400.00 and Rs. 4,509.00 and the same was sent to service branch. But the office copy of the said debit voucher of clearing schedule was subsequently amended and the amount of the cheque no. 037213 dated 24-6-1993, for Rs. 15,74,108.00 was interpolated by changing the voucher amount from Rs. 5,909.00 to Rs. 15,80,017 while the said cheque should have been returned to drawee bank for want of sufficient balance in the account of M/s. Somani Investments at the Branch. On 30-06-1993 a credit voucher for Rs. 15,74,108.00 favouring suspense account clearing recoverable was prepared for fraudulently accommodating M/s. Somani Investments. It is observed that while writing the Log Book you negligently overlooked the said interpolation in the debit clearing voucher V-4 for Rs. 15,80,017.00. You also negligently ignored that voucher V-1 was prepared and

passed single handedly by the said Shri Bajpai. Had you been vigilant it could have raised suspicion in your mind and the said fraudulent accommodation in the account of Somani Investments could have been detected.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the settlement aforesaid.

7. On 2-6-1993 Shri Sanjai Somani the Prime culprit and the master mind behind the fraud perpetrated on the Bank, presented cheque No. 445706 dated 2-6-1993 for Rs. 56,00,000.00 drawn by M/s. Sukesh Investments (P) Ltd., favouring self drawn on Punjab National Bank U.P. Stock Exchange and another cheque No. 445705 dated 2-6-1993 for Rs. 88,00,000.00 drawn by M/s. Somani Investments favouring self, drawn on Punjab National Bank U.P. Stock Exchange at the Branch. It is revealed that the said cheques were not sent in clearing for collection and the said Shri Somani was fraudulently accommodated by crediting of Rs. 91,00,000.00. In his respective account at the Branch. It is further revealed that while writing credit entries in the Log Book you negligently overlooked that the relative voucher of such a high value was single handedly passed by Shri K. L. Tandon aforesaid, you also negligently ignored that the said vouchers were not countersigned by Special Assistant, which could have been noticed by you, had you been fully vigilant but you failed in discharging your duty honestly and diligently.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5(j) of the settlement aforesaid.

8. On 9-12-1993 two cheques, one bearing no. 037233 dated 7-12-1993 for Rs. 61,00,000.00 drawn by M/s. SUKESH INVESTMENTS (P) LTD., favouring M/s. SOMANI INVESTMENTS, presented through clearing by Punjab National Bank Stock Exchange and another cheque No. 037273 dated 17-12-1993 for Rs. 52,00,000.00 drawn by M/s. DIPEN INVESTMENTS PVT. LTD. favouring M/s. SOMANI INVESTMENTS, presented through clearing by Punjab National Bank Stock Exchange, were received at the Branch along with other clearing cheques. The said cheques were withheld at the Branch and were not returned to the presenting Bank arrangement for which being insufficient. While writing debit voucher V-1 for Rs. 113.00 Lacs to debit of suspense account clearing in the Log Book, you negligently ignored to ensure that the same could have been countersigned by Special Assistant of the Branch.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the settlement aforesaid.

9. On 6-12-1993 two cheques bearing No. 176018 dated, 30-11-1993 for Rs. 82,00,000.00 and No. 176016 dated 30-11-1993 of Rs. 88,00,000.00 drawn by M/s. SOMANI INVESTMENTS favouring M/s. DIPEN INVESTMENTS (P) LTD. drawn on Punjab National Bank Stock Exchange were received at the Branch in the account of M/s. DIPEN INVESTMENTS (P) LTD. On presentation for collection the said cheques were returned unpaid by the Punjab National Bank Stock Exchange Branch with the reason "Insufficient Funds". Both the said cheques were detained by SHRI R. R. BAJPAI aforesaid and he prepared a debit voucher V-1 debiting Branch clearing account with Rs. 170.00 Lacs. While writing the Log Book on 6-12-1993 you negligently ignored that service Branch clearing account can not be debited with voucher V-1 as debit voucher V-4 should have been prepared and passed if the said cheques were returned in clearing. You also negligently ignored to notice that the relative voucher had been single handedly passed by SHRI BAJPAI aforesaid. Had you discharged your duties honestly and diligently you could have suspected the genuineness of the said voucher wherein you failed miserably.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the settlement aforesaid.

10. A cheque No. 037268 dated, 31-08-1993 for Rs. 62,05,075/- drawn by M/s. SUKESH INVESTMENTS (P) LTD., favouring M/s. SOMANI INVESTMENTS, drawn on Punjab National Bank, U.P. Stock Exchange, was received at the Branch on 6-9-1993. The said cheque, however, was withheld by SHRI R. R. BAJPAI aforesaid with a mala fide intention to fraudulently accommodate the SOMANI GROUP of Companies. It is revealed that while

writing the Log Book, you negligently did not notice that the relative debit voucher of suspense account clearing for Rs. 62,05,015/- was passed without countersignatures of Special Assistant. Had you discharged your duties honestly and diligently this discrepancy could have created suspicion in your mind and the said fraudulent accommodation in the account of SOMANI GROUP of companies, could have been detected.

Your act aforesaid is tantamount to gross misconduct under clause 19.5 (i) of the settlement aforesaid.

11. On 21-01-1994 a cheque No. 189619 dated, 16-1-1994 for Rs. 2,17,00,000.00 drawn by M/s SUKESH INVESTMENTS drawn on Punjab National Bank Stock Exchange Branch was returned by the drawee Bank alongwith returning memo with the remark "Insufficient fund" through service branch and the same alongwith other 13 cheques, was received at the Pheekhana Branch on 24-01-1994 with clearing slip amounting to Rs. 2,28,56,017.34. The said cheque was detailed alongwith clearing slip and a fresh clearing slip for 18 cheques was prepared amounting to Rs. 8,11,56,017.34. A credit voucher V-6 was also prepared and the same was passed single handedly in a fraudulent manner. Thus instead of debiting the Party's Account, branch clearing was given less credit of Rs. 217.00 lacs.

While writing the voucher V-6 aforesaid in the Log Book you negligently overlooked to observe, that the said voucher does not bear countersignatures of the Special Assistant. Had you discharged your duty honestly and diligently, you could have suspected the genuineness of the forged voucher V-6 aforesaid, and this fraudulent transaction could have been detected.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the Settlement aforesaid.

12. A cheque No. 011931, dated, 24-3-1993 for Rs. 38,00,000.00 drawn by M/s SUKESH INVESTMENTS, favouring M/s. SOMANI INVESTMENTS, drawn on Punjab National Bank, was received in clearing on 27-3-1993 with the clearing slip alongwith other cheques from the service branch. The total of the said clearing slip was reduced from Rs. 77,89,578.50 to Rs. 39,89,578.50 and a credit voucher was prepared and passed single handedly by SHRI R. R. BAJPAI and the same was not countersigned by the Special Assistant. The said cheque was withheld and was not presented on the counter for debiting the Party's Account.

While writing the Log book you negligently overlooked observe that the voucher aforesaid, being of such a huge amount was prepared and passed single handedly without countersignatures of the Special Assistant.

Your act aforesaid is tantamount to gross misconduct under Clause 19.5 (j) of the settlement aforesaid.

13. For your gross negligence involving the bank in serious financial loss to the extent of Rs. 22.70 crores, the bank has lost confidence reposed in you.

You are hereby called upon to submit your written explanation, if any, against the aforesaid charges within 7 days of receipt of this charge sheet.

If you fail to submit your explanation within the above stipulated period it shall be construed that you have no explanation to submit and further action in this respect as deemed appropriate will be initiated against you.

You are advised to acknowledge receipt of this Charge Sheet.

REGIONAL MANAGER
&
DISCIPLINARY AUTHORITY

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2649 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार संतुलन बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल-12012/271/94-आई.आर. (बी-II)]
सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2649.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 27-11-98.

[No. L-12012/271/94 IR(B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
PANDU NAGAR DEOKI PALACE ROAD, KANPUR U.P.

Industrial Dispute No. 25 of 1995.

Rakesh Kumar

AND

Central Bank of India.

ORDER

This is an application for review which has come for consideration under following circumstances—

The concerned workman Rakesh Kumar had raised Industrial Dispute no. 25 of 95 regarding his illegal termination as peon. The second part of the reference related to his permanent absorption in terms of approach paper circulated by Ministry of Finance in 1990. This tribunal vide award dated 11-8-1997 held that the termination of the concerned workman was bad, hence he was ordered to be reinstated with back wages, but no specific orders were passed regarding the second part of the reference. This award has been published. Thereupon the union which had espoused the cause of workman gave an application to Government of India, Ministry of Labour, New Delhi, ventilating his grievance regarding second part of the reference. The Ministry vide order dated 2-2-1998 have remanded the matter to this Tribunal for reference. This application is by way of review. The opposite party has not put in appearance inspite of the fact that notice was issued to opposite party.

As regards maintainability of the review application, the authority representative of the workman has referred to the case of UPSEH vs. P.O., 1983(47) 404 FLR, in which the Hon'ble High Court Allahabad had laid down that in case any part of reference is left unanswered specifically the remedy is by way of review and not by way of filing writ petition. Thus in view of this authority I come to the conclusion that this review is maintainable.

On merit I find that the applicant has referred statement dated 12-3-1991 in which it was specifically held that temporary employees who have put in 240 days of continuous service in 12 months between 1-1-1982 to 31-12-1990 were entitled for absorption without test and interview. In the instant case because of first part of reference it has been held that the concerned workman has worked for more than 240 days between above period and his termination is bad hence it will be deemed that he had fulfilled this term of management of S.E.C. Ltd. and their workman, which was Accordingly my answer to second part of reference is that he will be entitled for permanent absorption as well. It may be noted that earlier the copy of this circular was not filed before this Tribunal.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2650 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड कमाशियल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था।

[सं. एल-12012/274/96-आई.आर. (बी-II)]
सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2650. In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Commercial Bank and their workman, which was received by the Central Government on 24-11-1998.

[No. L-12012/274/96-IR(B-II)]
C. GANGADHARAN, Desk Officer.
ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 134 of 1997

In the matter of dispute
BETWEEN

U. C. Verma,
29/136 Chawal Gali,
Nanak Mandi,
Agra.

AND

Divisional Manager,
United Commercial Bank,
Kapoorthala Commercial Complex,
Shahara Bhawan,
Aliganj Lucknow.

APPEARANCE :

Shri B. P. Saxena—for the workman.

Shri Sumil Mehrotra—for the Management.

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/274/96/IR(B-II) dated 29-7-1997 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of UCO Bank Lucknow in removing the services of Sh. U. C. Verma Clerk UCO Bank Agra is legal and justified? If not, to what relief the said workman is entitled."

2. The concerned workman U. C. Verma was working as clerk at Sewla branch of the opposite party UCO Bank. He was issued charge sheet dated 18-9-1990 and 24-9-1990 which read as under :

- (i) You created riotous disorderly and indecent behaviour in the premises of Sewla Branch Agra which is an Act of gross misconduct on your part in terms of Clause 19.5(c) of First Bipartite Settlement as amended upto date.
- (ii) you are engaged in trade and business of Jewellery without written permission of the bank which is an act of gross misconduct on your part in term of Clause 19.5(a) of First Bipartite Settlement as amended upto date.
- (iii) Your above acts, which have hampered the Bank's work are prejudicial to the interest of the Bank and constitute gross misconduct in term of clause 19.5(j) :
- (1) For creating riotous and disorderly and indecent behaviour in the premises of Sewla Branch which is an act of gross misconduct on your part in terms of clause 19.5(c) of First Bipartite Settlement amended upto date.
- (2) For hampering branch's work which is an act prejudicial to the interest of the Bank in terms of Clause 19.5(i) of First Bipartite Settlement as amended upto date and constitutes gross misconduct

- (3) For wilful attempt to cause damage to the property of the Bank which is an act of gross misconduct in terms of clause 19.5(d) of First Bipartite Settlement an amended upto date.

Bhu Dayal Sharma an Officer of the Bank was appointed Enquiry Officer. After completing enquiry he submitted his report dated 20-5-1995. After issue show cause notice dated 13-3-1995 the disciplinary authority has awarded punishment by order dated 13-7-1995 by way of removal from service with superannuation benefits.

3. Feeling aggrieved the concerned workman has raised the instant Industrial Dispute.

4. In the claim statement it was denied that he had committed any misconduct as alleged in the two charge sheets. It was further alleged that enquiry was not fairly and properly held.

5. In the written statement the management bank has maintained that the enquiry was fairly and properly held and the concerned workman has committed various acts of misconducts.

6. In the rejoinder nothing new has been alleged.

7. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. Vide finding dated 5-5-1998 it was held that enquiry was properly conducted. This tribunal had arrived at this conclusion because the management bank had not filed papers connected with enquiry.

8. Any how the management files these papers subsequent to recording of finding on preliminary issue which have been taken on record. The management has been given opportunity to prove misconducts on merits. At this stage it may be mentioned that Part-D of charge Sheet dated 18-9-1990 relating to carrying out of Private business under the name of Anokehey Lal was not found to be proved by the enquiry officer. This finding has become final. Hence it is not been considered. Even parties have not adduced evidence in this regard. The substance of charge sheet dated 18-9-1990 is that the concerned workman was absent from duty. When on 14-9-1992 the concerned workman went to join duty he was prevented from doing so by J. B. Malhotra MW(1). Hence the concerned workman misbehaved with him, snatched attendance register and extended threat. The substance of charge sheet dated 24-9-1992 is that on 19-9-1992 the concerned workman has moved an application to branch manager and demanded as to why he has not been given duty. The branch manager informed that instruction sought from Divisional office. There upon the concerned workman shouted that branch Manager had adopted high headed attitude. No instruction could be received from Head Office and further used verlor language. He threw the register on the table and snatched Telephone receiver and caught hold of his neck. To substantiate these facts the management has examined J. B. Malhotra MW(1) and Kapil Kumar Kakkari MW(2) an other officer of the bank has corroborated him on all points. On the other hand the concerned workman U. C. Verma WW(1) has denied all these facts. In this case one thing is certain that the concerned workman was absent from duty which the concerned workman has justified by proving case of illness. He had gone to join duty after having recovered from illness. In such a circumstances if the manager had not allowed him to join the duty he would have been naturally provoked and agitated. In this state of affair it is quite likely that the concerned workman would have committed act of misconduct as formulated in two charge sheets. Hence because of this circumstances I accept the evidence of management witness and hold that concerned workman had committed all these act of misconduct.

9. As regards quantum of punishment it is to be born in mind that the concerned workman was provoked and got agitated when he was not allowed to join. In this way these misconducts were committed without preplanning and that the concerned workman was not having proper balance of time mind. Further it is not a case of loss of confidence. There are no adverse antecedents of the concerned workman. In these circumstance I am of the opinion that removal from service is disproportionate and the most withholding of two

increments for two years would have been suffice to meet the end of justice.

10. Accordingly my award is that removal from service of the concerned workman by order dated 13-7-1995 is not justified for the various misconducts committed by the concerned workman. Withholding of two increments for two years is awarded. The concerned workman will be further entitled for reinstatement with back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2651 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध निथोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-11-98 को प्राप्त हुआ था ।

[सं. एल-12012/301/94-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 24-11-98.

[No. L-12012/301/94-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 53 of 1995

In the matter of dispute :

BETWEEN :

Raja Sweeper
c/o V. K. Gupta
2/363 Namneir Agra.

AND

Regional Manager,
Syndicate Bank,
M. G. Road, Agra.

APPEARANCE :

V. K. Gupta for the workman and

V. P. Srivastava for the management bank.

AWARD

1. Central Government, Ministry of Labour, vide notification No. L-12012/301/94-I.R. (B-2) dated 15-5-95, has referred the following dispute for adjudication to this Tribunal—

Whether the demand of the U.P. Bank Employees Congress, Agra on the management of Syndicate Bank Agra for enhancement of consolidated wages of Sri Raja Sweeper/scavenger and also for considering him for regularisation against the post of part time sweeper is legal and justified ? If so, what relief is the said workman entitled to ?

2. The case of the concerned workman Raja is that he is working as sweeper cum farrash at Mathura branch of the opposite party Syndicate Bank since 1-12-84 but he is being not paid remuneration according to work. He is getting Rs. 125/- per month whereas according to work he is entitled for full salary. It is further alleged that Smt. Krishna Devi is doing the work of clearing utensils and other domestic work is being taken from Smt. Krishna. Opposite party bank had been giving assurance to the workman to permanently absorb him. Anyhow he is entitled for permanent absorption since 1994.

3. The opposite party has filed reply in which it is alleged that the concerned workman was not engaged as sweeper. Instead Smt. Krishna is doing this work. The concerned workman was engaged for scavenging toilet and clearing wash basin. For this only there was job of 15 to 20 minutes. In this way the concerned workman is not entitled for regular part time sweeper or for permanent absorption.

4. In support of his case the concerned workman Raja has examined himself as W.W.1 whereas management has examined Pradeep Dubey M. W.1 besides M-1 to M-14 documents have been filed.

5. The first point which needs consideration is as to whether the concerned workman was engaged as part time sweeper cum farrash. I am not inclined to believe the evidence of the workman that he was engaged as farrash. For this separate person is engaged. A sweeper is not deputed for this job. The concerned workman Raja W.W.1 has stated that he used to sweep the entire premises and to all the work. Smt. Krishna did not do this job at all. Instead she used to work for doing domestic work. Pradeep M.W.1 has stated that the concerned workman was never engaged instead Smt. Krishna is doing this job. From the evidence of the bank witness it has emerged out that area of the bank is 765 feet. There was hardly any need for keeping two persons for this premises. The authorised representative of bank has referred to circular dated 1-8-87 by which provisions have been made engaging part time scavenger for toilet and washbasin. From this

it is sought to be argued that bank is entitled to engage a separate scavenger for this purpose. The authorised representative for the workman has submitted that according to para 4.5 of First Bipartite Settlement there is no such scope. I find substance in this contention of the auth. representative for the workman. There is every likely hood that house hold work was being taken from Smt. Krishna the concerned workman would have been engaged for sweeping work, hence I believe the version of the workman and hold that he was engaged as part time sweeper and Smt. Krishna was not doing this work. It was submitted by the authorised representative of the bank that concerned workman has admitted that he was doing work at 50 other houses of other persons in the locality, hence it should be deemed that he was not employee of the bank. I do not agree with this contention as well as a parttime worker is free to do work else where.

6. Thus finding is that concerned workman was actually engaged as parttime sweeper to do all work. Act of payment of Rs. 125/- per month was not justified.

7. As the concerned workman had been admittedly working continuously from 1984 he has become entitled for permanent absorption hence, my ward is that as the concerned workman was solely working as parttime sweeper he was entitled for half wages. As regards permanent absorption he becomes qualified. He will be entitled for absorption as and when vacancies falls.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1998

का.आ. 2652 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल.-12012/328/97-आई आर(बी -II)]

सी. गंगाधरान, डैस्क अधिकारी

New Delhi, the 30th November, 1998

S.O. 2652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 27-11-98.

[No. L-12012/328/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI
PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2, 27 of 1998

BETWEEN :

Employers in Relation to the Management of
Central Bank of India

AND

Their Workmen.

APPEARANCES :

For the Employer : Mr. L.L. D'Souza, Representative.

For the Workmen : Mr. Jaiprakash Sawant, Advocate.

Mumbai, dated 10th November, 1998

AWARD--PART-I

The Government of India, Ministry of Labour by its Order No. L-12012/328/97-IR(B-II), dtd. 12-3-98 had referred to the following Industrial Dispute for adjudication.

"Whether the action for the management of Central Bank of India in terminating the services of Sh. Ashok Jaganath Sawant is legal and justified ? If not, to what relief the said workman is entitled ?"

2. The admitted facts are that Ashok Jaganath Sawant was appointed by the Central Bank of India, the employer as a Hamaal w.e.f. 30-12-87. All normal recruitment rules were followed before his appointment. On 22-12-89 the workman assaulted Smt. Pramila P. Dukhande typist clerk of the Bank with a glass bottle on her head. She had a serious injury to her head for which she had to be taken to the Bhaba Hospital where she received about 7 stitches to the injured part of her head. For the aforesaid Act of misconduct the workman was charged under paragraph-19.5 of the Bipartite Settlement which reads as under "drunkenness or riotous or disorderly or indecent behaviour on the premises of the Bank".

3. A departmental inquiry was conducted into the aforesaid charges. The inquiry officer submitted his report finding the workman guilty of the charge. The copy of the inquiry report alongwith the proposed punishment was send to the workman. The workman submitted his say on the matter and he was given a personal hearing on 8-10-90. The disciplinary authority awarded the punishment of dismissal. The appeal which was filed by the workman was rejected.

4. The workman contended that the incident which took place was in his acute mental illness. It is submitted that a departmental inquiry was conducted by the employer during the period of his mental abnormality. He was taken to the psychiarists by the family members and was treated. It is contended that however the employer dismissed the workman from the service in ugly haste.

5. The workman pleaded that the inquiry which was conducted against him was not fair, proper and legal as it was conducted during the state of mental illness of the workman. It is averred that harsh punishment was passed against him. He prayed that he may be reinstated in service with full back wages and continuity.

6. The management resisted the claim by the written statement (Ex-10). It is averred that the domestic inquiry which was conducted against the workman was as per the Principles of Natural Justice, the findings of the inquiry officer was proper and appropriate punishment was given to the workman. It is conducted that he is not entitled to any reliefs as claimed.

7. The issues that fall for my consideration are at Ex-13. The issues Nos. 1 and 2 are treated as preliminary issues and my findings there on are as follows :

ISSUES

FINDINGS

- | | |
|--|-----|
| 1. Whether the domestic inquiry which was held against the workman was against the Principles of Natural Justice ? | No. |
| 2. Whether the findings of the inquiry officer are perverse ? | No. |

REASONS

8. The workman did not enter into the witness box. His brother Laxman Jaganath Sawant (Ex-14) entered into the witness box. He accepts the position that on 22-12-89 the workman assaulted one lady working in the bank. But according to him it was in the acute mental illness of his brother. He was then taken to the doctors and treated. Now he is mentally cured and is in position to work. After perusal of his Examination-in-Chief there is nothing on the record for coming to the conclusion that the inquiry which was conducted against the workman was against the Principles of Natural Justice.

9. Laxman Sawant in his cross examination admits that for the first time on 22nd September, 1990 Dr. Sanjay Kuniawat informed him that his brother is suffering from mental disorder. The incident took place on 22nd December, 1989 that is obviously far earlier than the report. There is nothing on the record to show that on the day of the in-

cident the workman was suffering from mental disorder. He accepts the position that the management was not informed regarding the mental disorder of the workman at the time of the inquiry.

10. Madhav Nanjoshi (Exhibit-16) was the inquiry officer. He affirms that the inquiry was conducted against the workman as per the Principles of Natural Justice. The chargesheet was explained to him in Marathi. He was given copies of documents. The workman took part in the domestic inquiry. There is nothing on the record to show that the inquiry was against the Principles of Natural Justice. He accepts the position that he put the leading question to the witness, but that does not affect the inquiry at all. After perusal of the inquiry proceedings which is produced at Ex-11 by the management it reveals that everything done by the inquiry officer is proper, legal and nothing to blame about it.

11. The inquiry report is at Exhibit-11/4. Its copy was admittedly received by the workman. It reveals that the workman himself also admitted that he assaulted the lady staff. In the Statement of claim it is also mentioned that the workman did the act. The inquiry officer after perusal of the evidence before him and the admission of the workman had come to the conclusion that the charge which was levelled against the workman was proved. I find that his findings are perfectly proper. His report is well reasoned. The findings cannot be said to be perverse.

12. Mr. Sawant, the Learned Advocate for the workman tried to argue that a sympathetic view of the matter is to be taken by the management that he is mentally sick, was treated in the hospital and now recovered. To substantiate this contention he has produced the medical certificate also. But so far as deciding issues No. 1 and 2 concerned this argument holds no water. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

1. The domestic inquiry which was held against the workman was not against the Principles of Natural Justice.
2. The findings of the inquiry officer are not perverse.

S. B. PANSIE, Presiding Officer

नई दिल्ली, 19 नवम्बर, 1998

का. आ. 2653 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिसर्स एस सी सी एल. के प्रबन्धकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

[सं. एल.-22012/19/91-आई आर (सी-II)]
वी० के० राजन, डेस्क अधिकारी

New Delhi, the 19th November, 1998

S.O. 2653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. S.C.C. Ltd. and their workman, which was received by the Central Government on 18-11-98.

[No. L-22012/19/91-IR (C-II)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri. C. V. Raghavaiah, B.Sc., B.L., Industrial Tribunal-I.

Tuesday, the 15th day of September, 1998

Industrial Dispute No. 15 of 1997

BETWEEN

The Vice President,
SCMKS, P.O. Bellampalli,
Dist. Adilabad (A.P.) .. Petitioner.

AND

The General Manager,
M/s. Singareni Collieries Company
Limited, P.O. Bellampalli,
Dist. Adilabad, A.P. .. Respondent.

This case coming before me for final hearing on 1-9-98 in the presence of Sri R. N. Reddy, Advocate for the Petitioner, Sri K. Srinivasa Murthy, Ms. G. Sudha, Advocate for the Respondent and having stood over to this day for consideration, the court delivered the following Award.

AWARD

"This is a reference received from Government of India, Ministry of Labour, New Delhi vide its letter No. L-22012/19/91-IR(C-II), dt. 12-3-97 Under Section 10(1)(d) read with Sec. 2A of the Industrial Disputes Act, 1947 for adjudication of the following dispute:

"Whether the action of the management of M/s. S.C.C. Ltd., Bellampalli in declaring lock-out from 6-10-90 for maintenance staff and from 14-10-90 for operational staff in power house is legal and justified? If not, to what relief the workmen are entitled?"

The reference is registered as I.D. No. 15/97. On being served with notice, both the parties made their appearance through their counsels and filed their respective pleadings.

2. The petitioner/workman union represented by its Vice President contended in the claim statement filed by him that the Senior Divisional Engineer workshop and power house, Ballampally of the respondent company declared lock out in the power house illegally with effect from 6-10-90 for maintenance workers and from 14-10-90 for operation workers which continued upto 22-10-90 in consequence of the illegal strike by the mine workers from 1-10-90. According to the petitioner the Senior Divisional Engineer is not the competent authority to declare lock out as he is only works Manager without power to appoint and transfer and the general manager is the employer who has power to declare lock out. Further according to it even otherwise that in case workmen of mines have gone on strike and if there is no raw material for the power house and consequently no work could be provided to the workers at the workshop, the Senior Divisional Engineer has to declare lay off but not lock out and hence the management is not justified in rejecting the demand of the union for payment of wages for lock out period which was declared illegally instead of declaring lock out. It is further contended by the union that it has raised dispute before Asst. Labour Commissioner (Central) who has sent failure report to the Government of India which has refused to refer the dispute to the Industrial Dispute. Hence the petitioner was constrained to file Writ Petition No. 12730/91 in the High Court of Andhra Pradesh which has by its order dt. 29-9-94 directed the Government of India to make this reference to this Tribunal. Thus according to the petitioner the reference has to be answered in its favour by holding the lock out declared by the Senior Divisional Engineer from 6-10-90 for maintenance staff and from 14-10-90 for operation staff of power house as illegal and to direct the management to pay wages for the lock out period.

3. The respondent management filed a counter contending inter alia as follows. It admitted that mine workers went on illegal strike, that hence lock out was declared for maintenance workers and operation workers of the power house from 6-10-90 to 22-10-90 that it refused to pay wages for the said period to the above workers, that the conciliation proceedings ended in failure and that on the direction of the High Court in the above writ petition this reference was made by the Government of India. It however denied that Sr. Divisional Engineer Workshop and power house is not competent to declare lock-out and that the management ought to have declared lay off instead of lock out as there is shortage of raw material i.e. coal due to strike by mine workers. It contended that the management was constrained to declare lock out in the power house in the 1st shift of 6-10-90 as the Supervisory staff i.e. charge hands of power house resorted to illegal strike and refused to distribute work to the maintenance workers and further the workers are threatened by some radicals. Hence work could not be shown to maintenance workers as well as operation workers as such the lock out declared on 6-10-90 and 14-10-90 and lifted from 23-10-90 is justified. It also con-

tended that as per the definition of Mines, under Sec. 2(j) of Mines Act mine includes power house and workshops also and the nature of work being inter-linked if any section of workers in the mines go on strike, it will effect the entire mine including the workshop and power house and as the mine workers went on illegal strike the respondent has no option except to declare lock out in the power house and workshop. It denied that if there is shortage of raw material in the power house due to strike in the mines the management should have declared lay off but not lock out. It also denied that lock out was declared after exhaustion of stock of coal on 6-10-90 though workers of mine are on strike from 1-10-90. It further contended mine workers who went on illegal strike are the members of the petitioner's union and hence the lock out is justified and the petitioner union or workmen are not entitled to demand wages for the lock out period. It also took the stand that respondent management is declared as public utility service and the mineral i.e. coal is extracted under Essential Service Maintenance Act and as such strike in mines is illegal. It thus contended that there are no grounds to declare that lock out declared upto 22-10-90 by the respondent management is illegal and for directing payment of wages for lock out period. It prayed for rejecting the reference which the Government of India has rightly refused to refer on the suggestion of conciliation officer.

4. On the above contentions the following points arise for consideration:

- (1) Whether the lock out declared by the management from 6-10-90 in respect of maintenance workers and from 14-10-90 in respect of operational Workers of power house till 22-10-90 is not justified as it ought to have declared lay off:
- (2) Whether the Sr. Divisional Engineer, Workshop and Power House is not competent declare lock out?
- (3) If lock out is illegal to what relief the petitioner union/workmen are entitled?

5. On behalf of the petitioner union one Mr. Ramesh working as fitter in the power house and one of 90 affected workers was examined as W.W.1 and Exs. W1 to W4 are marked. On behalf of the respondent management Sri K. Balaramulu, the Sr. Divisional Engineer who declared the lock out in the power house was examined as MW2 while its personal officer by name M. Seshiah was examined as MW1 and Exs. M1 to M15 and 15(a) are marked.

6. Point Nos. 1 & 3 : The petitioner union is seeking wages for the lock out period i.e. from 6-10-90 to 22-10-90 in respect of maintenance workers and from 14-10-90 to 22-10-90 in respect of operational workers of the power house of the respondent company situate at Bellampalli on the ground that MW2 is not competent to declare the lock out and hence the same is illegal and even otherwise the respondent is not justified in declaring lock out instead of lay off as such the affected workmen are entitled to full wages. The respondent management however justified the lock out and its refusal to pay wages for lock out period on the ground that the mine workers went on

illegal strike which affected the work in the power house also leading to lock out in it as such the management is not liable to pay wages for lock out period.

7. Before going into the merits of rival contentions it is useful to set out the admitted facts revealed from the oral and documentary evidence placed on record. The cause of the affected 90 workers is taken up by the petitioner union. WW1 is one of the affected workers as he is said to be working as fitter in the power house. MW1 is the Sr. Personal Officer while MW2 is the Sr. Divisional Engineer of the respondent company. MW2 declared the lock out in the power house. The lock out was declared in respect of maintenance workers under Ex. M13 from 6-10-90 to 22-10-90 and in respect of the operational workers of the power house from 14-10-90 to 22-10-90 under Ex. M14. The respondent company is a public utility service as per Ex. M1 notification of Government of India. The workers of the coal mines of the respondent struck work from 1-10-90. The management sent Ex. M7 telegram to the Labour Department informing about the strike in Mahaveer Khani from 1-10-90. Ex. M5 is the Form-N intimation sent to Labour Department about the commencement of strike from 1-10-90 in Mahaveer Khani giving details of number of workers involved. Ex. M2 is the form-N intimation sent on 4-10-90 with regard to strike and lock out declared in Goleti No. 2 incline from 3-10-90. Ex. M8 is intimation sent in Form-N on 2-10-90 with regard to commencement of strike or lock out in Mahaveer Khani. Ex. M3 and M6 are intimation sent in Form-C dt. 22-10-90 and 20-10-90 respectively giving details of loss of working days and loss of production. Ex. M4 is the telegram sent by the management that all the workers called off strike from the 1st shift of 20-10-90.

8. For declaring lock out in the power house the union raised dispute before the Asst. Labour Commissioner (Central) by filing Ex. W1 which is same as Ex. M12 petition. The union filed Ex. W2 views while the management filed Ex. W3 views before the conciliation. As no agreement could be reached with regard to payment of wages for the lock out period the conciliation sent failure report Ex. M11 which is same as Ex. W4 minutes of the conciliation. The Government of India refused to refer the dispute to the Industrial Tribunal vide its letter dt. 11-7-91. Aggrieved by the action of the government the petitioner union filed W.P. No. 12730/91. It was allowed on 28-9-94 as borne out by Ex. M9 and M10 directing the Government of India to refer the dispute to the Industrial Tribunal for adjudication. Accordingly this reference was made by the Government of India vide its letter dt. 12-3-97 referred to above. Ex. M15 is the monthly coal account book while Ex. M15(a) is the relevant entries for the month of October, 1990.

9. According to the respondent lock out was declared in the power house as the mine workers went on illegal strike which affected the work in the power house which is part of mine as per the definition of Mine given in Sec. 2(i) of the Mines Act and as the supervisory staff in the power house also struck work and refused to distribute work to different workers and it is not a case for declaring lay off due to shortage of raw material i.e. coal. But according to the petitioner the reasons given by the respondent

would only show that it is unable to provide work to the willing workers of the power house as there is shortage of coal as borne out by Ex. M15(a) and as such the management has to impose lay as requirements, of Sec. 2(kkk) defining 'lay off' are satisfied. Hence it has to be seen whether the management has to declare 'lay off' in the circumstances of the case and not justified in declaring lock out. Thus Sec. 2(kkk) and 2(i) which defines expression 'lay off' and 'lock' out are relevant.

10. Admittedly, the respondent which is coal industry is declared as public utility service for a period of 6 months from 2-1-90 under Ex. M1 notification of the Government of India. The mine workers of the respondent company i.e. in MVK-I, II and V and Galoti II however went on strike from 1-10-90 which is illegal according to both the parties as no notice was issued as contemplated under Sec. 22 of the I.D. Act. WW1 who is not a member of the petitioner union but said to be one of the affected worker due to lock out declared by the management deposed the mine workers went on strike from 1-10-90 to 22-10-90, that management declared lock out in the power house for maintenance staff of workshop from 6-10-90 and for the operational staff from 14-10-90 and lifted the lock out on 23-10-90 but refused to pay wages for the lock out period and the management should have declared lay off instead of lock out in the power house. He further stated the power house cannot be operated without the supply of coal by the mines. He admitted that mine workers are the members of the petitioner union and it entered into settlement with regard to mine workers and mines make use of the power generated in the power house and there is no facility for getting coal from outside. He expressed ignorance about Ex. W2 and W4 and M9 and M10. For reasons best known the Vice President who raised the dispute did not choose to give evidence. Not any other officer bearer of the petitioner union was examined to speak to the dispute.

11. MW1 and MW2 on the other hand have stated that the supervisory staff called charge hands struck work illegally and refused to distribute work to the maintenance and operation staff from 6-10-90 and 14-10-90 respectively. Hence lock out was declared though sufficient stock of coal is available for power generation as borne out by Ex. M15 coal account. MW1 also spoke to Ex. M1 to M14. Both of them stated that it is not a case for imposing lay off and the workers of maintenance and operational sections of the pump house are not entitled for wages during lock out period. MW1 was not cross examined with regard to various facts spoken to by him including the fact that the supervisory staff in the power house went on illegal strike and refused to distribute work leading to the declaration of lock out in the power house though WW1 denied that supervisory staff went on strike. Ex. M15 coal account would show that there is sufficient stock of coal though no coal was received from the mines of the respondent from 1-10-90 to 22-10-90 as could be seen from Ex. M15(a). Thus the evidence of MW1 and 2 that the management was forced to declare lock out due to strike by supervisory staff and their refusal to distribute the work but not due to shortage

of coal stands un rebutted. Hence I am unable to accept the contention of petitioner that after exhausting available coal lock out was declared illegally.

12. Further I am of the view that power house forms part and parcel of mine. The strike in mines affects the work in the power house as they are inter-linked and as power house has to be operated with the coal supplied from the coal mines of the respondent. Hence, I feel that even if it is assumed that supervisory staff did not struck work, the management has no option except to declare lock out as contended by the learned counsel of the respondent. Sec. 2(j) of Mines Act defines 'Mine'. The expression mine includes all workshops and power houses, under the same management. Hence there can be no doubt power house in question also qualifies the definition of Mine. Naturally when the mine workers, belonging to the petitioner union go on illegal strike it affects the work in the power house as there will be no supply of raw material i.e., coal. There is nothing in the evidence of WW1 to show that any of the affected workers offered and expressed their willingness to work inspite of strike by supervisory staff. He in fact admitted that he did not give any representation to the management expressing his willingness to work between 6-10-90 to 20-10-90; when the maintenance staff and operational staff of power house and work shop did not express their willingness to work, the management has no option except to declare lock out in the power house also as a consequence to the illegal strike by the workers in the mine.

13. As per Sec. 2(KKK) if management fails or refuses or unable to provide work due to shortage of raw material like coal or break down of machinery or accumulation of raw material or due to natural calamities, it has to declare lay off and the worker has to present himself every day, during working hours. As per the explanation if the management failed to provide work within 2 hours thereafter it shall be deemed to have lay off and management has to pay lay off allowance. As the affected workers in his case did not present themselves for work and in view of the situation prevailing in the mine or other establishment, I feel that the management is justified in declaring lock out as per Sec. 24(3) of the I.D. Act instead of lay off as contended by the learned counsel for the petitioner.

14. I am also of the view that even it is assumed that it is a case for declaring lay off due to shortage of coal and inability of the employer to provide work for that reason, as there was stock of only 483 tonnes on 12-10-90 as per the evidence of MW2 and as could be seen from Ex. M15(a). I am of the view that the affected workers are not entitled to wages for the lay off period in view of Sec. 25E(iii) of I.D. Act. As per the said provision workmen is not entitled to compensation for lay off if such lay off is due to strike or slowing down of production on the part of the workman in another part of the establishment. In this case as stated above the power house forms part of the coal mine belonging to the respondent company, the workers of the coal mine who belong to the petitioner union went on illegal strike though not the workers of

power house, from 1-10-90 which resulted in stoppage of supply of coal to the power house from 1-10-90 and as there is no facility to get coal from outside, the 90 workmen of power house will not be entitled to wages upto 23-10-90 even if lay off is imposed due to illegal strike in the mines. I am of the view that Sec. 25E(4) of the I.D. Act is thus attracted even though maintenance and operational workers of power house did not struck work.

15. I am also unable to accept the contention of the petitioner that lay off could not be imposed without permission of the Government as per Sec. 25M. As per the said section no permission of the appropriate government is required if the lay off is due to shortage of power. According to the learned counsel due to shortage of coal work could not be provided by management hence it should have declared lay off but not lock out and lay off could not be declared without permission of the fact. But the section says no permission is required for imposing lay off if it is due to shortage of power or raw material.

16. Hence having regard to the facts and circumstances of the case and provision of I.D. Act i.e. Sec. 2(kkk), 2(1), 24(3), 25E(4) and 25M of the I.D. Act and Sec. 26(i) of the Mines Act I have no hesitation to hold that the management was perfectly justified in declaring lock out in view of the illegal strike started by the members of the petitioner union in the mines of which the power house formed part and in refusing to pay wages for the lock out period. Even otherwise I am of the view that affected workers are not entitled to wages or compensation even if the lay off is imposed as per Sec. 24(3) of the I.D. Act in view of the illegal strike in the mines which includes the power house in question also. I therefore, feel viewed from any angle the affected workers are not entitled to wages for lock out or lay off period as the case may be for the reasons stated above. These two points are answered accordingly.

17. Point No. 2: It is contended that M2 Sr. Divisional Engineer is not competent to declare lock out as he has no power to recruit or transfer and it is the general manager that has to declare lock out. Hence the lock out is illegal for this reason which is however repelled by the management.

18. Admittedly MW2 is incharge of workshop as well as the power house not only MW2 but also WW1 testified to the said fact. Though WW1 stated that MW2 has no power to appoint and transfer and general manager has such power he could not say how the MW2 is incompetent to declare lock out. In fact his cross examination shows he has no knowledge of the proceedings and he is giving evidence at the instance of the Vice President of the Union. It has not been suggested to show MW2 that he is not the competent authority to declare lock out, simply because MW2 has no authority to appoint and transfer it cannot be said that he has no power to declare lock out if the situation so warrants for the purpose of safety of the machinery and other workmen. Admittedly he is incharge of the workshop and power house where the lock out is declared. I am of the view each department officer of the mine or part

of the mine especially the officer of the rank of Senior Divisional Engineer who are having statutory power under the mine Act to maintain safety of the machinery, material and human lives are competent to take decision to declare lock out without loss of time taking note of the situation prevailing in the department under his control. If such decision is to be taken by the management i.e. general manager only even in explosive situation, the safety of the establishment or human lives will be jeopardised. I therefore feel that no case has been made out to show that MW2 is not competent to declare lock out and hence the lock out has to be declared as illegal for that reason. The point is answered accordingly against the petitioner.

19. In view of the above discussion I conclude that reference has to be answered as follows. There are no grounds for declaring that the lock out declared by the management is illegal and consequently the 90 workers belonging to maintenance department of workshop and operational workers of power house are entitled to full wages for the lock out period. The reference is answered accordingly.

Written by me and given under my hand and the seal of this Tribunal, this the 15th day of September, 1998.

C. V. RAGHAVAIAN, Industrial Tribunal-I Appendix of Evidence:

Witnesses Examined for the Petitioner/Workmen :	Witnesses Examined for the Respondent Management:
WW1—S. Ramesh	MW1 M. Sathish
	MW2 K. Balaramulu

Documents marked for the Petitioner/Workmen:

- Ex. W1 Petitioner sent to ALC by the union dt. 19-10-90.
- Ex. W2 Views submitted by the union
- Ex. W3 View submitted by the management.
- Ex. W4 Minutes of conciliation.

Documents marked for the management.

- Ex. M1 Notification issued by the Government dt. 22-6-90 regarding Public Utility Service.
- Ex. M2 Form-N regarding intimation of strike and lock out.
- Ex. M3 Form-C termination of strike and intimation production lost, mandays lost and wages lost.
- Ex. M4 Telegram dt. 20-10-90 issued to Labour Commissioner, New Delhi and Hyderabad.
- Ex. M5 Form-N sent to the Labour Commissioner with regard to MVK-5 dt. 1-10-90
- Ex. M6 Form-C sent to the Labour Department with regard to production lost.
- Ex. M7 Copy of telegram issued from MVK-I Incline.
- Ex. M8 Form No. N of MVK-1 Incline.
- Ex. M9 Order comm. in W.P. No. T2730/91 of High Court of A.P.

- Ex. M10 Carbon copy of directions in 12730/91 of High Court of Andhra Pradesh.
- Ex. M11 Conciliation failure report.
- Ex. M12 Letter dt. 19-10-90 of the Union of the ACL.
- Ex. M13 Notice of lock out dt. 6-10-90.
- Ex. M14 Notice of lock out issued for power house.
- Ex. M15 Stock Register regarding availability from the month of January, 1990.
- Ex. M15(a) : Entry regarding the month of October, 1990

नई दिल्ली, 19 नवम्बर, 1998

का. आ. 2654 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एम. पी. डी. आई. लि. के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था :

[सं. एल.-22012/29/93—आई. आर (सी-II)]

बी. के. राजन, डेस्क अधिकारी

New Delhi, the 19th November, 1998

S.O. 2654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of C.M.P.D.I. Ltd. and their workman, which was received by the Central Government on 18-11-1998.

[No L-22012/29/93-IR (C-II)]
V. K. RAJAN, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
PRESENT :

Sri H. Mohapatra, O.S.J.S. (Sr. Branch),
Presiding Officer, Industrial Tribunal, Orissa,
Bhubaneswar.

Industrial Dispute Case No. 20 of 1993 (Central)
Bhubaneswar, the 6th November, 1998

BETWEEN

The management of Central Mine Planning and Design Institute Limited, Regional Institute-VII, 4th-7th Floor, Gruha Nirman Bhawan, Sachivalaya Marg, Unit-III, Bhubaneswar-751001
First Party
management.

AND

Their workmen represented through National Coal Organisation Employees' Association C/o Central Mine Planning and Design Institute Ltd. Regional Institute-VII, Gruha Nirman Bhawan, Sachivalaya Marg, Unit-III, Bhubaneswar-751001
Second Party-workmen.

APPEARANCES

None—For both the parties.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon under clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their Order No. L-22012/29/93-IR (C-II) dated 20-5-93.

"Whether the action of C.M.P.D.I. Ltd. is justified in changing the job contents of the existing clerks and Jr. Draughtsman? If not, to what relief they are entitled to?"

2. On 27-10-98 to which date the case was posted for hearing the Branch Secretary of the Union appeared and orally submitted to pass a no dispute Award. In view of his submission he was asked to file a memo to that effect, which he did not. Thereafter the case was posted to today for passing necessary orders. Today also none appears for either party. From the absence of the parties it may be reasonable to infer that there exists no dispute between the parties. Hence, a no dispute Award is passed in so far as the present reference is concerned.

H. MOHAPATRA, Presiding Officer

नई दिल्ली, 19 नवम्बर, 1998

का. आ. 2655 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल.—22012/124/93—आई आर (सी-II)]

बी. के. राजन, डेस्क अधिकारी

New Delhi, the 19th November, 1998

S.O. 2655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on 18-11-1998.

[No. L-22012/124/93-IR (C-II)]
V. K. RAJAN, Desk Officer

ANNEXURE

BEORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
PRESENT :

D. N. Dixit, Presiding Officer.

CGIT/LC/R5160593

General Manager,

SECL, Kusmunda Colliery

Management

Vs.

General Secretary,

CKKMU, Bakimongra,
Distt. Bilaspur

Union

AWARD

(Passed on this 6th day of October, 1998).

1. Ministry of Labour, Government of India, vide its Order No. L-22012/134/93-IR (C-II) dated 23-8-1998 referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Korba (W). S.E.C.L. in dismissing Shri R. D. Gupta, Drill

Operator, from service is legal and justified? If not, to what relief the concerned workman is entitled to?

2. According to the Union, in Deepika Colliery of SECL, the workman Shri R. D. Gupta was working as Drill Operator on 8-5-1989. On this date, he was given a chargesheet that he assaulted Shri Anil Kumar, Welfare Officer and man-handled him in the office of the Colliery. The workman instigated his fellow workmen to hit Shri Anil Kumar and Shri Jauhar, Dy. General Manager. On the instigation of the workman Shri R. D. Gupta, the workers went on strike in the second and third shift. A departmental inquiry was ordered, and Shri Mukhopadhyaya was appointed as Inquiry Officer. The workman was transferred from Deepika Project to Geera Project and from there to Laxman Project. Due to this transfer, he could not effectively participate in the departmental inquiry and, as such he was denied the opportunities given by principles of natural justice. The workman wanted his co-worker from Charcha Colliery, but, the same was denied to him. The proceedings in the departmental inquiry were one sided and prejudicial to the workman. A wrong inference was drawn in the departmental inquiry. On the report of D.K. Officer, the workman was terminated from 10-11-1991. The workman prays that he be reinstated from 10-11-1991 and all the wages and allowances be paid to him upto date.

3. The contention of the Management is that Shri R. D. Gupta, the workman, assaulted Shri Anil Kumar, Welfare Officer, at Geora Project, wilfully and committed misconduct. A departmental inquiry was held against him. The Inquiry Officer gave the workman full opportunity to defend himself. The workman knowingly and wilfully did not participate in the inquiry. Hence, the inquiry was completed in the later stage in the absence of the workman. The Inquiry Officer found the workman guilty of assaulting Shri Anil Kumar and instigating co-workers to go on strike. On the report of D. E. Officer, the workman was found guilty and dismissed from service. According to the Management, the workman Shri R. D. Gupta has indulged in serious act of misconduct because he assaulted a superior officer and instigated fellow employees to go on strike. The mob on the instigation of the workman has committed acts of violence in the office of the Dy. Personnel Manager. The Management wants that no relief be granted to the workman.

4. On 24-9-1997, this Court decided that the departmental inquiry held against the workman Shri R. D. Gupta is valid, legal and proper.

5. Point for consideration is whether on the basis of the evidence produced before the D. E. Officer, charges stand proved against the workman. In the departmental inquiry, the Management has examined five witnesses, namely, Shri Anil Kumar, Shri K. P. Singh, Shri D. K. Saxena, Shri N. C. Sarkar and Shri Avinash Sharma. From the above statements, the following facts have been established :

- (a) Workman assaulted Shri Anil Kumar, Welfare Officer, on 8-6-1989.
- (b) Workman preached and incited violence in the office of Dy. General Manager, Geora Project.
- (c) The workman instigated workers of Deepika Project to go on strike on 8-5-1989 in the second shift and caused damages to the Colliery.

6. On the basis of evidence recorded in the departmental inquiry, D. E. Officer submitted his report against the workman. The Disciplinary Authority on the basis of evidence produced accepted the report of D. E. Officer and imposed punishment of termination from service on the workman.

7. Without any provocation, the workman Shri R. D. Gupta has assaulted Shri Anil Kumar, Welfare Officer, on 8-5-1989. He has further investigated his co-workers to the act of violence in the office of the Dy. General Manager. As a consequence, the workers did not attend the second shift and this caused loss of production to the Colliery. The acts committed by the workman was prejudicial for production and industrial relations. The workman has committed grave misconduct. The punishment of dismissal

from service is correct looking to the gravity of misconduct committed by the workman.

8. I agree with the Management that punishment given to the workman Shri R. D. Gupta is just and proper and calls for no interference. The dismissal of Shri R. D. Gupta from service is legal and justified. The workman is not entitled to any relief. Parties to bear their own costs.

9. Copies of the Award be sent to the Ministry of Labour, as per rule.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 19 नवम्बर, 1998

का. आ. 2656 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल.-22012/167/97-आई आर (सी-II)]

बी. के. राजन, डेस्क अधिकारी

New Delhi, the 19th November, 1998

S.O. 2656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of E. C. Ltd. and their workman, which was received by the Central Government on the 18-11-98.

[No. L-22012/167/97-IR (C-II)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 27/98

PRESENT :

Shri R. S. Mishra, Presiding Officer.

PARTIES :

Employers in relation to the management of Nabkajora Colliery of M/s. E. C. Ltd.

AND

Their Workman

APPEARANCES :

For the Employer—None

For the Workman—None.

INDUSTRY : Coal, STATE : West Bengal
Dated the 2nd November, 1998

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Govt. of India, Ministry of Labour's Order No. L-22012/167-97-IR (C-II) dated 16-7-98.

"Whether the action of the management of Eastern Coalfield Ltd., Nabakjora Colliery in not granting permission for resuming duty to Sh. Kiranendu Bhui, is legal and justified? If not, to what relief is the workman concerned entitled?"

2. The union does not take any step or file Written Statement. Apparently no more interested in the dispute.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer.

नई दिल्ली, 19 नवम्बर, 1998.

का. प्रा. 2657.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वीसई ई. सी. एल. के प्रबन्धसंग्रह के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण प्राप्तसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-98 को प्राप्त हुआ था।

[सं. एल.-22012/483/96—आई. प्रार. (सी-II)]
बी. के. राजन, डेस्क अधिकारी

New Delhi, the 19th November, 1998.

S.O. 2657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of E. C. Ltd. and their workman, which was received by the Central Government on the 18-11-98.

[No. L-22012/483/96-IR (C-II)]
V.K. RAJAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, ASANSOL
REFERENCE No. 56/1997.

PRESENT :

Shri R. S. Mishra, Presiding Officer.

PARTIES :

Employers in relation to the management of
Madhujore Colliery of M/s. E. C. Ltd.

AND

Their Workman.

APPEARANCES :

For the Employer : Sri P. K. Das, Advocate.

For the Workman : Sri M. Mukherjee, Advocate.

INDUSTRY : Coal **STATE :** West Bengal

Dated the 10th November, 1998.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Government of India, Ministry of Labour's Order No. L-22012/483/96-IR (C-II) dated 29-8-97.

"Whether the action of the management of Madhujore Colliery under Kajora Area of ECL in dismissing Sh. Balchand Jeswara Dumper Driver from service w.e.f. 23-6-94 is legal and justified? If not, to what relief is the workman entitled and from which date?"

2. The union neither submits Written Statement nor takes any step. Apparently no more interested in the dispute.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer.

नई दिल्ली, 19 नवम्बर, 1998.

का. प्रा. 2658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील प्रयरीटी इंडिया लि. के प्रबन्धसंग्रह के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-98 को प्राप्त हुआ था।

[सं. एल.-29011/29/91—आई. प्रार. (सिद्धि)],
के. बी. बी. उन्नी, प्रवर सचिव

New Delhi, the 19th November, 1998.

S.O. 2658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Steel Authority of India Ltd. and their workman, which was received by the Central Government on 19-11-1998.

[No. L-29011/29/91-IR (Misc.)]
K. V. B. UNNY, Under-Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM LABOUR COURT, JABALPUR (JMP)

D. N. Dixit, Presiding Officer.

CGIT/LC (R)/162 of 91

The President,

Metal, Mines, Workers Union (INTUC),
Dah. Bahadur, Dist. Durg. (MP).

(Representing Workmen of Chhatisgarh
Khadan Mazdoor Sahkari Samiti Ltd.,
Dalli Rajhara, Dist. Durg (MP) ... Representing
Workman.

Vs.

The Managing Director,
Steel Authority of India Ltd.,
Bhilai Steel Plant,
Bhilai

.. Employer

AWARD

(Passed on this 6th day of October, 1998)

1. Ministry of Labour, Government of India, vide its Order (No. L-29001/99/91-ER (Misc.) dated 27-9-1991 has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the Management of Bhilai Steel Plant in relation to their Dalli Iron Ore Mines in refusing to register the names of S/Shri Manohar Ram Sahu (1), Hariram Sahu, (3) Dool Singh Markan and (4) Gulab Singh, staff members of Chhatisgarh Khadan Mazdoor Sahkari Samiti Ltd. contractors, working since 23-10-1984 in their Form 'B' Register and payment of fringe benefits to them as being given to staff members of similar Co-operative Societies in Dalli Rajhara Iron Ore Mines is legal and justified? If not, to what relief the workman are entitled to?"

2. According to the Union Metal Mines Workers Union, Dalli Rajhara, Dist. Durg (MP), the workman, namely, Manohar Ram Sahu, Clerk, Hariram Sahu, Supervisor, Dool Singh Markan, Time Keeper and Gulab Singh Chowkidar, were employed by Chhatisgarh Khadan Mazdoor Sahkari Samiti, Dalli Rajhara, w.e.f. 23-10-1984. The names of these employees were not registered by the Management of Bhilai Steel Plant as the principal employer in the Form 'B' register. As a result of non-registration in the Form 'B' register, these four employees are deprived of the benefit of getting fringe benefits, i.e., mining allowance, HRA, transport subsidy, wage based on attendance and casual leave and festival leave from Bhilai Steel Plant, as the principal employer. This causes financial loss to the above four employees. This act of non-registration amounts to discrimination between workmen and workmen employed by the various labour Societies and contractors whose names have duly been registered by the Management of Bhilai Steel Plant in Form 'B' register. Every effort was made to get the names of these employees registered in Form 'B' register, but, the Bhilai Steel Plant refused to register the names in Form 'B'. Because of this, heavy financial loss accrued to the four workmen. The Union prays that names of four workers be registered in Form 'B' and they be paid fringe benefits from 1984 till date.

3. The Management Bhilai Steel Plant stated that relief prayed by the Union cannot be subject matter of an industrial dispute for the reason that four staff members are working in the office of Chhatisgarh Khadan Mazdoor Sahkari Samiti, Dalli Rajhara. They are not employees of Bhilai Steel Plant, they are not working in the Mines of Bhilai Steel Plant. The Bhilai Steel Plant is not legally obliged to enter their names in the Form 'B' register maintained by it. The fringe benefits claimed by these workers are not the liability of Bhilai Steel Plant. Bhilai Steel Plant is not responsible for any benefit to these four workers. On 22-10-1983, an agreement was executed between Bhilai Steel Plant and Chhatisgarh Khadan Mazdoor Sahkari Samiti for issuing work order from time to time. All the contracts given to the Society for various works are governed by the terms of this Agreement. The Society is being paid on the basis of quantity of the work turned out by them. The Society alone is responsible for the above for workers for payment of wages and other benefits. Bhilai Steel Plant is not responsible to pay wages and fringe benefits in respect of above mentioned four workers. This Agreement contains a clause for arbitration between dispute between Bhilai Steel Plant and the Society. The present dispute is not a dispute between Bhilai Steel Plant and Chhatisgarh Khadan Mazdoor Sahkari Samiti. The above mentioned four workmen are not employees of the Bhilai Steel Plant and, as

such, Bhilai Steel Plant is not responsible for payment of fringe benefits to them. The Management wants the claim of the workmen be dismissed with costs.

4. The Union remained absent on 23-2-98 and 19-5-1998. From 19-5-1998, the Union has not pressed to participate in the proceedings. It seems Union is not interested in pursuing the present dispute.

5. Admittedly, four employees, namely, Manohar Sahu, Hariram Sahu, Dool Singh Markan and Gulab Singh are employees of Chhatisgarh Khadan Mazdoor Sahkari Samiti, they were never employed by Bhilai Steel Plant. Bhilai Steel Plant has never paid them any wages or allowances. The appointment of these workers is, in no way, connected with Bhilai Steel Plant. They are working in the office of the Society and drawing their wages from the Society. It was for the Union to show how Bhilai Steel Plant is responsible to pay fringe benefits to these workmen. From 'B' register is maintained by Bhilai Steel Plant in respect of those workers employed by them. The names of outsiders cannot be entered in this register. The present workers are strangers to Bhilai Steel Plant, as such, their names cannot be entered in Form 'B' register maintained by Bhilai Steel Plant. The Union has failed to show how Bhilai Steel Plant is responsible to pay fringe benefits to these four workmen.

6. I agree with the Management Bhilai Steel Plant that four workmen are strangers to them and they are not responsible to pay any fringe benefits to these workmen. The Award is given in favour of Bhilai Steel Plant and against Metal Mines Workers Union, Dalli Rajhara. Both the parties to bear their own costs.

7. Copies of the Award be sent to the Ministry of Labour as per Rule.

D. N. Dixit, Presiding Officer

नई दिल्ली, 19 नवम्बर, 1998

का. प्र. 2659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाबाजी शिवराम क्लियरिंग एण्ड कार्रियर प्रा. लि. के प्रबंधकों के संबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-1 मुम्बई के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-98 को प्राप्त हुआ था।

[सं. एल.-31012/6/98-आई. प्रार. (विविध)]
के. बी. बी. उणी, प्रवर सचिव

New Delhi, the 19th November, 1998

S.O. 2659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Babaji Shivram Clearing and Carriers (P) Ltd., and their workman, which was received by the Central Government on the 19-11-1998.

[No. L-31012/6/98-IR (Misc.)]
K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, MUMBAI

PRESENT:

Shri Justice C. V. Govardhan, Presiding Officer.

Reference No. CGIT-43 of 1998

PARTIES :

Employers in relation to the management of Babaji Shivram Clearing & Carriers (P) Ltd.,
AND

Their Workmen.

APPEARANCES :

For the Management : Shri P. V. Satam, Advocate.

For the Workman : No appearance.

Mumbai, dated the 09th day of November, 1998

AWARD

Shri P. V. Satam, Advocate present for the management. Notices were sent to both the sides on 29-9-1998 by registered post A.D. for 09-11-1998. Today, i.e. 09-11-1998 neither workman present nor filed written statement of claim before this Tribunal. Hence, it appears that the workman is not interested in prosecuting the reference.

There is no material before me on basis of which the dispute referred to this Tribunal could be adjudicated in form of the workman. Hence, a no dispute award is passed.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 19 नवम्बर, 1998

का. आ. 2660 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबन्धन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-98 को प्राप्त हुआ था।

[सं. एल.—32011/11/88-डी IV (ए) / डी-III (बी.)]
के. बी. डी. उष्णी, अवसर सचिव

New Delhi, the 19th November, 1998

S.O. 2660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workman, which was received by the Central Government on the 19-11-1998.

[No. L-32011/11/88-D.IV(A)D-III(B)]
K.V.B. UNNY, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 155 of 1988

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta.

AND

Their workman

PRESENT :

Mr. Justice A. K. Chakravarty—Presiding Officer.

APPEARANCE :

On behalf of Management.—Mr. G. Mukhopadhyay,
Senior Labour Officer (Industrial Relations).

On behalf of Workmen.—Mr. S. Das Secretary of the union.

STATE : West Bengal.

INDUSTRY : Port.

AWARD

By Order No. L-32011/11/88-D.IV(A)/D.III(B) dated 4-8-1988 the Central Government in exercise of its powers under section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Port Trust, Calcutta in not maintaining uniformity in the working hours of clerical staff working in the main office of Ship Repairing Complex and the clerical staff working in the workshops of Ship Repairing Complex, and thus compelling the clerical staff of workshop attached to Ship Repairing Complex, represented by National Union of Waterfront Workmen (I), Calcutta to work 10 hours and 45 minutes more in a week than the working hours of the clerical staff of main office is justified. If not, what relief the concerned workmen are entitled to?"

2. Instant reference has arisen at the Instance of National Union of Waterfront Workmen (I) (union in short) about absence of uniformity in the working hours of the clerical staff of the Ship Repairing Complex of the Calcutta Port Trust (CPT in short).

3. Union's case, in short, is that the Original department of the Chief Mechanical Engineer was divided in two departments and brought under two departmental heads, namely, (1) Chief Mechanical Engineer (CME) and (2) General Manager, Ship Repair Complex (GM, SPC). Both these departments were subsequently brought under one departmental head, namely, Chief Mechanical Engineer as a result of the merger of the two departments. The concerned workmen were appointed in the posts of Clerks by the Chief Mechanical Engineer in the entry post i.e. Lower Division Clerk. They are under one centrally controlled roster along with other clerical staff working in the main office of the Chief Mechanical Engineer. The concerned workmen, who were deployed to work in the workshops of the department after their appointment, without their consent are required to work 10 hours 45 minutes more in a week than the clerical staff attached to the main office. The duty hours of the clerical staff attached to the main office was 10. A.M. to 5. P.M. from Monday to Friday with recess from 1.30 P.M. to 2 P.M. On Saturday their duty hours is from 10 A.M. to 12.45 P.M. In case of the Clerks appointed in the workshops, their duty hours was from 7.30 A.M. to 4.30 P.M. from Monday to Friday with recess from 12.30 P.M. to 1.15 P.M. and 7.30 A.M. to 12.30 P.M. on Saturday. The disparity in the duty hours between the concerned workmen and the Clerks attached to the main office led the union to take up the matter with the Chairman, CPT with copy to the Assistant Labour Commissioner (Central). Attempts of conciliation having failed, the matter was referred to the Central Government, which has referred the matter to this Tribunal for adjudication.

4. The management of Calcutta Port Trust (CPT) contested the matter by filing a written statement wherein without disputing the facts of the case as alleged by the union in its written statement it was stated that the working hours of the Clerks attached to the main office and the workshops always varied and that practice is followed since the inception of the workshops. It was further alleged that although both the groups of Clerks are borne in the common seniority list, the jobs of the main office and those of the workshops vary to the extent that the works of the workshops are entirely dependant on the works performed there. It was further alleged that the nature of the work of the Clerks posted at the main office and those posted at the workshops are different. It was also alleged that in CPT there are various departments and sections where different working hours are followed depending on the necessity of the work. It was further alleged that the working hours of the Clerks attached to the work places have been fixed within the statutory limit of the Factories Act, 1948 or the Minimum Wages Act, 1948. Under these Acts an employee can be engaged for 9 hours a day or 48 hours a week. It was also alleged that any change in the working hours of the workshops staffs shall interfere with the running of the factories and it may not be possible to render essential service for which such factories are maintained. It was further alleged that neither the concerned workmen nor their union at no point of time asked for uniformity in the

working hours of the clerical staff working in the main office and those at the workshops of the Ship Repairing Complex. Management also alleged that fixation of different working hours for the main office and the workshops being required in the interest of the establishment, no discrimination is made by such fixation. Management accordingly prayed for dismissal of the case of the union.

5. The union in its rejoinder has alleged that the concerned clerical staffs raised objection to the existing disparity in duty hours between the clerks intrase. It has also demanded payment of extra wages for working extra hours for the concerned clerical staffs working extra hours every day. The rest respect of these clerks. It is not so disputed that the major out in the written statement of the union.

6. There is no dispute between the parties regarding facts of the case. It is not disputed that the appointment in the clerical cadre of the Mechanical Engineering Dept. of the CPT is made centrally and a common seniority list is maintained in respect of these clerks. It is not also disputed that the major portion of the clerical staffs are appointed in the workshops. From the evidence of MW-1 it appears that at present there are about 60 clerks in the main office, while their number in the workshops are about 120.

7. On behalf of the union two witnesses were examined WW-1 Shyamal Kumar Dey and WW-2 Balal Chand Mallick. Both of them work in two different workshops in the Chief Mechanical Engineer's (in short C.M.E.) Department. About the justification of their prayer WW-1 stated in his cross-examination that since they work more they must be paid more WW-1 admitted that in his appointment letter no prescribed duty hour is mentioned. WW-2, however, could not say whether anything is stated there about duty hours. Management, however, produced two such appointment letters in respect of two other Lower Division Clerks vide Exts. M-1 and M-2. From Ext. M-2 it will appear that conditions of service of one Anil Baran Hansda a Lower Division Clerk was that he was to perform duty hours of that section where he will be posted.

8. My attention was drawn to a circular dated 15-11-1995, vide Ext. W-16, by the representative of the union. This being related to revision of office hours consequent upon introduction of five days week scheme has got nothing to do with the fact of the case. The union has accordingly failed to prove by any evidence, either documentary or oral, that the concerned workmen had any right to claim working hours at par with their counterparts in the main office.

9. Management has also examined two witnesses. MW-1 is on Sudhir Roy who is the Personnel Officer of the CPT's Department. He stated that the duty hours of the clerks attached to the workshops is existing from the inception of the CPT. He further stated that the services of the clerks in the main office and the workshops are always interchangeable. Regarding the nature of the duties performed in the main establishment and the workshops, he stated that while administrative works are along in the former, the job requirement in the workshops are more technical in nature. MW-2, Anil Kumar Sarkar is a Senior Labour Officer in the Industrial Relations Department of the CPT. He proved two settlements where the parent body of the sponsoring union was party. It was submitted on behalf of the management that by these two settlements the union having accepted the pay scale of the clerks and they having raised no objection in respect of the disparity of pay even in the second settlement, that no objection regarding disparity of pay amongst the staffs of the clerical cadre interse can be entertained. Both these witnesses however admitted that the clerks of the workshops are putting 11 hours of extra work in a week than their counter parts in the main office.

10. The question that now comes up for consideration is whether the management can make such discrimination in the working hours of the clerks of the same department of the CPT. I have already stated that nothing was produced before the Tribunal to show that any fixed working hours was fixed for the clerks either by any circular or agreement. Rather from the conditions of the service, as it appears from one of the appointment letter vide Ext. M-2 that the clerk, namely, Anil Baran Hansda was to observe the duty hours of that section wherever he will be posted.

11. Mr. Mukhopadhyay, representative of the management that it was within the discretion of the management to vary the working hours in respect of its employees to meet the exigencies of any situation. He accordingly submitted that the main office of the C.M.E.'s Dept. which is not doing any technical work is entitled to fix its office hours different from that of the workshops which is mainly engaged in performing technical jobs. He also submitted that under the factories Act, 1948 the management may insist nine hours of daily working hours subject to a maximum of 48 hours in a week. He also stated that under the Minimum Wages Act also the management has right to insist on 48 hours of work in a week. My attention was drawn to the evidence of MW-2 who stated in his cross-examination that any clerk in the main office working beyond office hours are entitled to overtime allowance. It was submitted by Mr. Mukhopadhyay that this overtime allowance is not the statutory overtime allowance but it is granted by the department at a lesser amount. He, however, contended that though the management pays such amount to the clerks attached to the main office, still then, it is not obligatory for them to pay such amount. He also submitted that the production will hamper if the working hours of the factory is reduced. He also drew my attention to the case of Oil & Natural Gas Commission v. Workmen, reported in 1978 (I) LLJ 18. The Hon'ble Supreme Court in that case accepted the decision in May & Baker (P) Ltd. v. Their workmen (1965-II LLJ 94) where it was held that it is not open to the Industrial Tribunal to reduce working hours, either directly or indirectly, where the employer was following the working hours prescribed by statutory provision. Hon'ble Supreme Court also relied on the decision of the Andhra Pradesh High Court in Workmen of Hindustan Shipyard (P) Ltd. v. Industrial Tribunal, Hyderabad, 1961 (II) LLJ 526 where it was held that the management has the power to vary the working hours within the limits prescribed by law. Hon'ble Supreme Court also referred to the case of Associated Cements Staff Union v. Associated Cement Company Ltd., 1964 (II) LLJ 12 where it was held that it was not the function of the industrial adjudication to fix working hours with an eye to enable the workmen to earn overtime wages. The Chief Mechanical Engineer's Department having fixed the working hours of the staff including the clerical staffs of the workshops at less than 48 hours a week, the same being actually 46 hours a week, which it has a right to fix as per statutory provision, no question of payment of any compensation for doing extra work can arise.

12. As a matter of fact, the question of payment compensation is not within the scope of the reference. This Tribunal being called upon to decide the question of justification of absence of uniformity in the working hours of the clerical staffs in the C.M.E.'s Department, question of payment of any compensation does not come within the scope of this reference.

13. That being so and in the facts and circumstances of the case, as stated above by me, though the management was justified in not maintaining uniformity in the working hours of the clerical staffs in the main office and the workshops, still then, there being no dispute that all the clerks appointed in the same department stand in the same footing, that some relief may be provided to them by following a well laid out transfer policy of the clerical staffs interse for this purpose the management shall transfer 3/4th of the clerical staffs attached to the main office to the workshops at once and those vacancies are to be filled up from the clerical staffs of the workshops. The management shall perform such exercise on the expiry of every two years for enabling all the clerical staffs of the workshops to enjoy the benefit of working in the main office.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta

The 9th November, 1998.

नई दिल्ली, 19 नवम्बर, 1998

का. प्र. 2661.—प्रौद्योगिक विवाद प्रतिनियम,
1947 (1947 का 14) की धारा 17 के अन्तर्गण में,
केन्द्रीय सरकार मुखर्डी शोक सेक्टर बोर्ड के प्रबन्धतंत्र के

एक निवेदन के माध्यम से प्रत्यक्ष में निवेदन श्रीमती विद्या मेहता सरकारी औद्योगिक प्रशासन, सं. 1 मुंबई को संबोधित करती है, जो केन्द्रीय सरकार को 19-11-98 को प्राप्त हुआ था।

[सं. एल.-31012/18/94-आई. पार. (विधि)]

के. वी. बी. उषा, प्रवर सचिव

New Delhi, the 19th November, 1998

S.O. 2661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Mumbai, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Dock Labour Board and their workman, which was received by the Central Government on 19.11.98.

[No. L-31012/18/94-IR (Misc.)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT TRIBUNAL
NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer

Reference No. GGIT-49 of 1994

PARTIES :

Employers in relation to the management of Bombay Dock Labour Board

AND

Their Workmen

APPEARANCES :

For the Management—Shri Natar, Advocate

For the Workmen—Shri P. K. Sharma, M/s. Shobha Gopal, Advocate

Mumbai, dated the 29th day of October, 1998

AWARD

1. The Central Government has referred the following dispute between the Bombay Dock Labour Board and their workmen Shri Ramul Gulu for adjudication by this tribunal by an order dated 14-9-94.

"Whether the action of the management of Bombay Dock Labour Board in terminating the services of Mr. Ramul Gulu, General purpose Mazdoor w.e.f. 22-6-91 is legal and justified? If not, what relief the workman is entitled to?"

2. The workman in his claim statement contends briefly as follows :—

The workman was in the employment of the employer as a General Purpose Mazdoor with effect from 1980. There was never any incident leading to issuance of any Memo or Show Cause Notice in his service. On 1-3-89 the workman received a telegram from his native place 'Satna', summoning him immediately to his native place as his son was seriously ill. The workman applied for leave from 1-3-89 to 26-3-89, enclosing the telegram to his leave application. The leave was also granted. But when the workman reached his place he learnt that his son had already died. Before he could recover from the shock the father in law of the workman also expired. The workman was

shocked on account of these two deaths and fell sick. He was under medical treatment in the Hospital from 5-3-89 to 20-8-91. On account of his illness he could not communicate to his employer and inform him about his illness. He was illiterate and there was no facility of communication in his village. On being discharged from the hospital on 19th August 1991, the workman made arrangements to return to Bombay, his blind and old mother then handed him over three sealed envelopes which were received by her a few days earlier. The workman did not receive any letter from the employer during his illness period. The workman approached the Leave Clerk with a medical certificate for joining duty. He was directed to meet the Assistant Administrative Officer Shri M. D. Pawar. When the workman went to see Mr. Pawar he was directed to fill up fresh form and attach the original medical certificate. He was also instructed by Mr. Pawar to meet the Deputy Chairman, Mr. Joshi. The workman could not meet the Deputy Chairman. The Personal Assistant to the Deputy Chairman advised the workman to address a letter to the Secretary of the Board in respect of this matter. The workman addressed the letter to the Employer's Secretary that he be allowed to resume his work in view of the grievous tragedies which afflicted him and the other extenuating unforeseen circumstances which compelled him to ever stay his leave. There was no reply. The workman took up the matter through his Union. The Union addressed a letter to the employer setting out the tragic circumstances that had befallen the workman. There was no reply. A reminder was sent by the Union on 20-2-1992. The Employer by their letter dated 28th Feb. 1992 falsely alleged that it had already written a letter to the Union and requested the President of the Union to direct the workman to their office. When the workman approached the Office of the employer he was not permitted to join the work. The Union and the Workman were informed orally that the services of the workman had been terminated by the employer. The workman, therefore, filed a writ petition No. 904 of 1992 in the High Court of Bombay. The High Court directed the employer to hold a disciplinary enquiry in accordance with the applicable Standing Orders. The High Court has also directed the employer to complete the enquiry within a period of six months and the workman was also granted liberty to apply for subsistence allowance. The employer initiated a departmental enquiry. A sham enquiry was conducted without giving opportunity to the workman to substantiate his contention. The Enquiry Officer did not accept the request of the workman for restoration of his employment and payment of wages/subsistence allowance during the pendency of the enquiry. A perverse report was given by the Enquiry Officer. The workman was terminated on the basis of the same without any show cause notice. The workman therefore, filed a writ petition challenging the order. Since he was subsequently advised to approach the Central Government Industrial Tribunal for reinstatement with back wages, he has raised the dispute.

3. The termination of the service of the workman is illegal and void. His absence was on account of unforeseen developments, i.e. sickness of himself, and death of family members. The Employer discriminated against him in as much as in the case of other employees who remained unauthorisedly absent the employer reinstated them without even issuing a memo to them. The termination of the service of the workman is illegal and he is entitled for reinstatement with full back wages and continuity of service and other benefits. Hence the claim.

4. The Employer/first party in the written statement contends as follows :—

The Attendance record of the workman was not satisfactory. He was in the habit of remaining absent

without prior permission and without any authorisation. He has remained absent unauthorisedly for 92 days in 1984, 39 days in 1985, 150 days in 1986 and 27 days in 1988. In the Privilege leave application for the period 1-3-89 to 26-3-89 the workman has stated that his father-in-law had expired and hence he is applying for leave. He remained absent unauthorisedly for a long period of 2 years and 5 months. He did not care to inform the employer the exact reasons for his continued absence. The conduct of the workman shows that he had no intention to resume his service with the employer and he voluntarily abandoned the service on his own accord. On 28th September 1989 the employer sent a notice to the workman calling upon him to submit the medical certificate in case he is sick or to return and report to the Medical Officer of the Board for getting his leave regularised from 26-3-89. He was informed that if he continued to remain absent without any reasonable cause or excuse he would be deemed to have voluntarily abandoned the service with the employer and his case would be dealt with under the Standing Order 15(2). There was no reply. A second notice was sent dated 18-11-89. There was no reply. A final notice was therefore, issued referring the two earlier notices and once again required the workman to resume his duties within 15 days from the date of the said notice, failing which it would be deemed to have abandoned the service and his name would be removed from the register. There was no reply in writing this final notice also. A report was therefore sent to the Secretary of the Bombay Dock Labour Board for removing the name of the workman. On approval by the Dy. Chairman, the name of the workman was removed from the name of the Board with effect from 12-6-91. On 30-8-1991 the workman approached the employer for the first time. He was informed about the removal of his name and advised to contact the Office for receiving his final dues. The workman submitted an application on 4-9-1991 for consideration for his case on the ground of mercy. The medical certificate annexed to it was vague and without any supporting medical papers and any proof of the alleged prolonged sickness of the workman. The workman filed a writ petition No 991 of 1992 and allowed it to be withdrawn by the High Court with a direction to the employer to hold disciplinary enquiry against the workman within six months. A charge sheet was therefore issued to the workman and enquiry was commenced on 31-7-1992. The workman was given opportunity to put forward his case and to cross-examine the witnesses of the management. Principles of Natural Justice was followed. The Enquiry Officer submitted his findings on 4-10-92 holding the workman guilty of charges. A show cause notice was given to the workman informing him that the workman may attend before the authority for personal hearing. The workman was granted a personal hearing along with his Union representative and he was heard. The Dy. Chairman confirmed the final notice dated 25-1-1990 and a order that the services of the workman are deemed to have been terminated with effect from 12-6-1991. The workman filed a writ petition for the second time in W.P. No 1413 of 1993 and allowed the same to be withdrawn.

5. The workman is put to proof that his absence was due to a prolonged and continuous sickness for 29 months. His claim that he was regular in his attendance and his service record is unblemished is denied. The deaths in the family of the workman does not justify the long absence of the workman under any circumstances. The allegations that three letters of the employer was received by his mother only prior to 19-8-91 is denied. The workman approached the employer on 20th August 1991, after the removal of his name from the register. It is denied that he was refused employment only after 28-2-92. The allegation that the findings of the Enquiry Officer was perverse is

denied. The action of the employer in terminating the services of the workman is just, legal and proper. Neither the workman nor his brother working with the employer have informed the employer for 29 months the reasons for his absence. The explanation of the workman are not tenable. The reference may therefore, be rejected holding that the termination of the services of the workman is legal and proper.

The point of consideration is whether the termination of the services of the workman is legal and justified ? and whether he is entitled to any relief ?

6. The Point.—The Transport and Dock Workers Union has raised the dispute on behalf of the workman Mr. Bapudal Gulu against the Bombay Dock Workers Board under whom he was employed contending that the employer has terminated the service of the workman without issuing any notice of retrenchment or holding any enquiry on the alleged misconduct of abandonment of work and therefore, the employer has to reinstate the workman with continuity of service, back wages and other benefits. The Employer's case was that the workman who has availed privilege leave for 26 days from 1-3-89 did not report for duty after the expiry of the leave and in spite of three notices issued by them calling upon him to report for duty and in spite of issuing a final notice intimating the workman that unless he reports for duty within 15 days from the date of the final notice namely 25-1-1990, he would be deemed to have wilfully abandoned the services of the employer and he would cease to be a workman in their employment and a report will be forwarded to the Board for removal of his name in the registers of the Board. And that in spite of these notices the workman did not report for duty and therefore, the name of the workman was removed from the registers of the Board with effect from 12-6-91. The admitted case of both the parties is that the workman has filed a writ petition in W.P. 954 of 1992 before the High Court of Bombay and the Bombay High Court has directed the management to hold an enquiry and accordingly an enquiry was also held and the Enquiry Officer has given his findings to the effect that the charge framed against the workman that he has abandoned his employment has been proved. The workman has been terminated from service. It is also the case of the workman that the employer has not paid any subsistence allowance as per the direction of the Hon'ble High Court and the termination of service of the workman by the employer on the basis of the report of the Enquiry Officer is null and void and it is against the principles of natural justice. It is under these circumstances the Union has raised the dispute and the Central Government has referred the dispute for adjudication by this Tribunal.

7. The learned counsel appearing for the workman has argued that the case of the employer that the worker has abandoned the employment cannot stand for scrutiny since his failure to join duty and unauthorised absence was on account of two deaths in the family of the worker and the illness of the worker from 5-3-89 to 19-8-91 when he was certified to be medically fit for joining duty by the Medical Officer of Sarna Govt. Hospital under whom he was taking treatment. The learned counsel appearing for the worker has also argued that there was no misconduct alleged against the worker from 1983 to 1989 in that no charges were framed against him and that the employer had excused the long absence of other workers and taken them back in employment and has refused to take him back when he wanted to join duty and it is a discrimination by the employer and therefore the tribunal has to interfere with the order of termination. The learned counsel appearing for the management has argued that the employer has only to prove the absence and it is for the employee to prove justification for his absence which in this case the employee has failed to do. The learned counsel appearing for the employer has argued that the employee has developed his defence stage by stage and has failed to prove his alleged illness and treatment by examining the Doctor who had certified that he had given treatment to him and since it is a case where there is no circumstances justifying the absence of the worker. The findings of the Enquiry as

well as the order of termination issued by the management are proper and there is no ground to interfere with the same.

8. The worker has been examined as WW-1 by this tribunal. He has stated that on 1-3-89 when he was on job his brother, one Shri Premlal who was also working with the first party handed over a telegram addressed to him from his native village and informing him about the death of his son and therefore, he had applied for leave and left his colony on the same evening for his native place. It is also stated by him that the unexpected death of his son upset him mentally and physically and his health has deteriorated and his sister who had come to his father-in-laws house took him to her place at Satna on 5-3-89. In his further statement by WW-1 has stated that on 14-3-89 his father-in-law breathed his last at his native village and since his wife had to go there his sister agreed to attend on him and he was taking treatment at his place Satna. He has also given the name of the Doctor who has treated him, as Dr. Chaturvedi at the District Hospital. WW-1 has also submitted the death certificate issued to him by the Village Authorities and they are marked as W-41 and 42. W-42 is the death certificate of his son and it shows that his son died on 12-2-89. It is to be noted that it is the specific case of WW-1 that On 1-3-89 when he was on duty his brother brought the telegram conveying the message of the death of his son to him and then only he came to know of the same. It is highly improbable that the worker was not informed of the death of his son which is said to have taken place on 12-2-89 till 1-3-89. WW-1 has stated that he has affixed his signature in the application for leave and the application for leave is marked as M-1. The leave application form in which the worker has signed is to the effect that the leave is required by him as his father-in-law and expired. WW-1 has also exhibited the Death certificate of his Father-in-law and it is marked as W-41. This death certificate issued by the Village Authorities shows that the father-in-law died on 14-3-89. The evidence of WW-1 is also to the effect that on 14-3-89 his father-in-law breathed his last. It has not been explained by the worker as to why he should apply for leave on 28-2-89 on the ground that his father-in-law expired. When it is his specific case that he received a telegram stating that his son had expired. We have already seen that the Certificate of death issued by the authorities show that his son died on 12-2-89 and not on 28-2-89. This sort of evidence which does not appears to be natural has to be appreciated very carefully. It is to be noted that after return to Bombay, the worker claims to have written a letter on 4-9-91 to the management seeking re-employment. This letter is silent with regard to the death of his son as well as father-in-law. The worker has stated that he became victim of various diseases and was under medical treatment and there was a lot of disturbance in his family. It is also stated by him that ill health and family disturbances created a critical situation for him and he was not in a position to reply the notices served on him by the Board. The notices referred by the worker in Ex-M-6 letter are the notices issued by the management to the worker namely M12, M-3 and M-4 dt. 20-9-89, 18-11-89 and 25-1-90 respectively. It is the case of the worker that after his becoming fit to resume duty he went to his native place where his mother was staying before proceeding to Bombay and at that time his mother who was aged, blind and illiterate handed over three covers which were not opened, saying that they were received by her three days before. The mother of the worker is no more. The notices M-2, M-3 and M-4 are notices issued by the management in an approximate interval of two months from each other. The claim of the worker that his mother told him that all the three letters were received only three days before his visiting his native place appears to be very artificial to gain belief. WW1 did not explain as to how three notices of three different dates were received by an old lady on the same date and how she had preserved them to be handed over to her son subsequently. The evidence of WW-1 with regard to the receipt of the notices is situation not satisfactory. It is to be noted that in the letter dated 4-9-91, under M-6, the worker has fairly stated that he was not in a position to reply the notices served on him by the Board on account of his ill health. The

earliest letter M-6 addressed by the worker to the management shows that the notices were served on the worker himself and the contention of the worker that they were received by his mother on the same date appears to be a theory invented by him to explain the delay in reporting for duty. An attempt has been made during cross-examination of MW-1 to show that notices under M-1, M-2, M-3 and M-4 were not sent to him at all by asking the witness to produce the certificate of posting of those letters. In view of the categorical admission of the worker in his letter dt. 4-9-91 that he could not send a reply to them on account of his ill health, this part of the cross-examination of MW-1 does not help the worker. It is more so when the Union has chosen to state in Ex-W-1 dt. 11-1-1992 that all notices sent by the Board were received by the mother of the worker and were never passed on to the said workman. The fact remains that the management has sent notices calling upon the worker to report for duty and it has also been informed to him in the final notice that failure of worker to report for duty within 15 days of the said final notice, would result in the name of the worker being removed from the Registers.

9. The only explanation offered by the worker as to why he has not reported for duty as per notice issued to him is that he was unwell and was taking treatment at Satna in the house of his sister. WW-1 has stated during cross-examination that he had to stay with his Sister's husband Mr. Rajkumar from 5-3-89 to 18-8-91 and at the same time he would say that Mr. Rajkumar who is uneducated used to purchase medicines for him and therefore he has not preserved the bills. He has also stated that his brother-in-law does not know that he was working at Bombay. Admittedly by the worker there is a post office at Satna and the Clinic of Dr. Chaturvedi who was giving treatment to him was at a distance of 2 or 5 houses from Mr. Rajkumar's house. He has also stated that Mr. Chaturvedi used to visit him thrice a day and he had not charged any fees to him. The evidence of WW-1 that a Government Doctor who used to visit him thrice a day did not charge him during the period of 5-3-89 to 18-8-91 is not acceptable since it does not appear to be the conduct of a Govt. Doctor to visit a house of a patient thrice a day and yet does not charge anything. As already observed, there are no bills preserved by him. No prescription has been produced by him. In the above circumstances the very claim of the worker that he was under treatment and Dr. Chaturvedi from 5-3-89 to 18-8-91 is not convincing. It will not be out of context to observe at this juncture WW-1 has stated that his son was born in 1987 or 1988 and he does not know the name of his son. Who was born about one year prior to his death. It would show that the evidence of this witness is far from satisfactory. Just because the worker has produced a medical certificate, the claim of the worker that he was taking treatment for more than 1-1/2 years and therefore, he did not report for duty and did not sent any reply to the notices issued to him, therefore, cannot be accepted. The learned counsel appearing for the management has drawn the attention of this Court to the allegation made by the worker in the writ petition filed by him wherein he has stated that in the year 1989 he left for his native place as his son was seriously ill. In the same paragraph he has stated that after his reaching the native place his son died and the worker became ill and was hospitalised. The allegation in the writ did not disclose that his father-in-law died. From the allegations made in the leave letter as well as in the letter addressed by the Union to the management, we cannot ascertain the reason for the worker going to his native place on 28-2-89. It is no doubt true that the leave has been sanctioned by the management but we have to see that the evidence of the worker both oral and documentary are contradicting with each other and they go to show that the reason given by him as to why he has not reported for duty on the expiry of the sanctioned leave cannot be accepted on the basis of it. In the case of the abandonment the intention of the worker is very material to be considered. The Supreme Court has heard in its decision reported in 1979 LIC 290 GT. Ltd. Vs. Chemicals and Fibres India Ltd. as follows :-

"Whether there has been a voluntary abandonment of service or not is a question of fact which has to

be determined in the light of the surrounding circumstances of each case".

In the above decision, it has also been held that to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Their Lordships of the Supreme Court have held in the said decision that abandonment or relinquishment of service is always a question of intention and normally such an intention cannot be contributed to an employee without adequate evidence in that behalf. The evidence discussed above, in my opinion, is to the effect that the worker has availed privilege leave for 26 days and he has voluntarily abandoned his services for more than 800 days and ultimately has chosen to report to duty and seek re-employment on learning that the management who has given him sufficient opportunity to join duty within the stipulated period has removed his name from the registers when he failed to utilise the opportunity given to him.

10. The learned counsel for the workman has also argued that workman who have abandoned their work similar to the workman in this dispute have been given employment subsequently by the management and this workman has been refused employment and it is a case of discrimination by the employer and therefore the termination order has to be set aside. The learned counsel has argued that the worker has asked for certain records to prove the case of discrimination and the management has not provided the records demanded by the worker and an adverse inference has therefore to be drawn against the management. MW-2 has admitted that some other workmen who have abandoned their work and wilfully absented themselves have been reinstated on their furnishing an excuse application. The worker has produced certain records which would show that some workers who have placed themselves in a similar situation were permitted to join duty on their production of excuse application. Those workers are Mr. Rangaiah, Mr. Mohd Salim, Jaising M. Singh, Chintababu Dhaniram, Raman Ponnuswami, Dhanalakshmi, Munshi A. Hashoo. A perusal of these records show that they have produced medical certificate and satisfied the management as to why they have remained unauthorisedly absent. These records shows that in view of the reasons given by them, the management has permitted them to join duty. In the case of the present workman in spite of notices and final notice having been sent to the workman, the workman has not reported for duty. The explanation for his unauthorised absence given by the workman is also not convincing and acceptable. Therefore, the contention of the learned counsel appearing for the worker that it is a case of discrimination of the worker cannot be accepted at all. The question of discrimination would arise only if the misconduct committed by the worker is the same and the management has accepted the explanation given by a few of the workmen who have committed the same misconduct. The workman whose names have been mentioned above have produced medical certificates and it is no wonder that their absence has been condoned by the management accepting the medical certificate produced by them. Therefore, it is not a case of discrimination.

11. The learned counsel appearing for the worker has also argued that even if it is a case of voluntary abandonment of employment by the worker and the worker fails to report for duty in spite of the notice sent to him the employer cannot terminate the service of the workman without issuing notice and holding a departmental enquiry. It is no doubt true that the decision of the Supreme Court in Robert D'Souza case the Supreme Court rejected the contention that on expiry of leave, termination of service is automatic and nothing further could be done. The Supreme Court has also held in the above decision that striking of the name from the rolls for unauthorised absence from duty amounted to termination of service and absence from duty amounted to misconduct and termination of service on such grounds without complying with minimum Principles of natural justice would not be justified. In the decision reported in 1993 11 CLR 116 D. K. Yadav v. I.M.A. Industries Ltd. the Supreme Court has held as follows :

"The cardinal point that has to be borne in mind, in every case, is whether the person concerned should have a reasonable opportunity of presenting his case and the authority should act fairly, justly, reasonably and impartially. It is not so much to act judicially but is to act fairly, namely the procedure adopted must be just, fair and reasonable in the particular circumstances of the case. In other words application of the principles of natural justice that no man should be condemned unheard intends to prevent, the authority to act arbitrarily effecting the rights of the concerned person."

In para 9 the Supreme Court has held as follows :

"It is a fundamental rule of law that no decision must be taken which will affect the right of any persons without first being informed of the case and be given him/her an opportunity of putting forward his/her case. An order involving civil consequences must be made consistently with the rules of natural justice."

12. The Supreme Court has also held that "An order of termination of service of the worker visits with civil consequences of jeopardising not only his livelihood but also the career and livelihood of the dependents". In the present case, admittedly, no opportunity was given to the worker and no enquiry was held before the name of the worker was removed from the rolls even though in the final notice issued by them, the management has informed the worker that he would be deemed to have voluntarily abandoned the service of the employer and he would be ceased to be a workman in their employment. As per the decision of the Supreme Court the worker ought to have been issued with a notice of retrenchment followed by a departmental enquiry before the name of the worker was removed from the rolls. Therefore, even though the termination of the worker was on the ground of abandonment of service by the workman yet it is neither legal nor justified only on account of the failure of the management to issue a notice of retrenchment followed by a departmental enquiry, before removing his name from the register.

13. The next question that has to be answered is "To what relief the worker is entitled?" The worker has to blame himself for the impugned action of termination of service. The management did not conduct any domestic enquiry and it had not given any opportunity to the worker to put forward his case before terminating his service. In those circumstances I hold that the employment of the worker Mr. Bahadul Gulu is not justified and therefore he is entitled to an order of reinstatement but without back wages.

Award passed accordingly.

C. V. GOVARDHAN, Presiding Officer.

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2662 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अजिकरण, सं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल.-31011/3/97-आई. आर. (विधि)]
के. वी. बी. उप्पी, अवर सचिव

New Delhi, the 27th November, 1998

S.O. 2662.—In pursuance of Section of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the

Central Government Industrial Tribunal, No.-2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on the 27-11-98.

[No. L-31011/3/97-IR (Misc.)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II
MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/33 of 1997
EMPLOYERS IN RELATION TO THE MANAGE-
MENT OF BOMBAY PORT TRUST

AND

Their Workmen

APPEARANCES :

For the Employer : Mr. M. B. Anchan Advocate.

For the Workmen : Mr. Jaiprakash Sawant
Advocate.

Mumbai, dated 30th October, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-31011/3/97-IR (Misc.), dated 16-9-97, had referred to the following Industrial Dispute for adjudication :

"Whether the action of the Chairman, Bombay Port Trust Stores and Accounts Staff Co-op. Society in terminating the service of 14 workmen (Shri Ganesh Prabhu and Others) w.e.f. 28-10-1987 is justified? If not, to what relief the concerned workmen are entitled to?"

2. The Mumbai Port Trust Dock and General Employees Union filed a Statement of claim at Exhibit-9. It is contended that Ganesh Prabhu and 13 other workmen were employed by the Chairman, Mumbai Port Trust Stores and Co-operative Canteen Society Limited for the work in the canteen situated in the premises of Mumbai Port Trust stores department for the benefit of the employees of the Trust stores department and accounts office situated at Mazgaon, Mumbai. They were working in different capacities as shown in Annexure-A to the statement of claim.

3. The Union pleaded that their services were terminated by MBPT and the Cooperative Canteen after closing their business unlawfully on 28-10-87. The union made representations to them to reinstate but it was of no use.

4. The union averred that the management of Mumbai Port Trust treated all the employees employed through such Cooperative societies as their own employees w.e.f. 1-10-91 and gave them all

consequential benefits but failed to consider the claim of these 14 workmen. It is averred that the conciliation proceeding ended in failure on 5-5-93 and the report was sent to the Government on 18-3-97. It is submitted that the management of Mumbai Port Trust is the real employer and the workmen concerning the dispute and the society was a mere name lender. It was mere paper arrangement made with an ill motive to avoid the responsibilities and exploit the labour from the instrumentality of the society.

5. The union submitted that all these workmen are entitled to be reinstated in service and to be treated to be regular employees of the Mumbai Port Trust w.e.f. 1-10-91, the date from which other employees working in such a cooperative societies are treated as regular employees of the trust with consequential benefits.

6. The management resisted the claim by the Written Statement (Ex-10). It is averred that there is no relationship of Master and Servant between Mumbai Port Trust and the 14 workmen concerned in the above reference. It is submitted that they were not employed by the trust but were employees of the canteen.

7. The management pleaded that the Bombay Port Trust Stores and Accounts Staff Cooperative Canteen Society Limited was gone in liquidation due to heavy losses in 1987 and in receipt of the liquidation order passed by the Dy. Registrar of the Cooperative Societies 'E' ward, Mumbai. The reference is made in the year 1998. It suffers from laches. It is submitted that after the receipts of the order from the registrar of cooperative societies the service of these 14 workmen were terminated w.e.f. 28-10-87 which is proper. The management denied all other contentions taken by the union in their written statement. It is prayed that under such circumstances the reference may be answered in favour of the management.

8. The issues are framed at Ex-11. The issues and my findings there on are as follows :

Issues	Findings
1. Whether the reference suffers from laches?	No.
2. Whether the workman mentioned in the reference were employees of the Mumbai Port Trust?	No.
3. Whether the services of the 14 workmen were terminated?	Yes.
4. If yes, by whom and whether their action is justified?	By the Bombay Port Trust Stores and Accounts Staff and Accounts Staff Co-operative Canteen Society and the action is justified.

5. If not, to what relief the concerned workmen entitled?

Does not survive.

9. In paragraph-8 of the written statement it is categorically mentioned by the management that the management of Bombay Port Trust Stores and accounts staff Cooperative Canteen Society closed its business and terminated the services of 14 workmen w.e.f. 28-10-1987 as per the provisions of the Cooperative societies Act 1960, on receipt of the liquidation order passed by the Deputy Registrar of the Cooperative Societies 'E' ward Mumbai.

10. Thereafter the union raised a dispute on 13-3-1991 with the Regional Labour Commissioner. It wrote another letter to the Assistant Labour Commissioner on 8-7-1992. The Conciliation proceeding ended in failure on 5-7-1993. The Assistant Labour Commissioner had submitted his report to the Ministry on 18-3-1997. The Ministry in its term passed an order dated 10-9-1997 referring the dispute to this Tribunal for adjudication. Under such circumstances the action of the Union cannot be said which suffers from laches. They had taken action at the earliest. It is therefore, the contention of the management that the reference suffers from laches is without any merit.

11. Sudhakar Aparaj affirms that the society was formed by accounts department and by stores department. The share capital was of the members of the society and the Bombay Port Trust is not the share holder. The share holders made an application for registration of the society. It is not in dispute that these workmen were never given appointment letters by the Bombay Port Trust. The society was supervising the work. Its Bye law were registered. He does not know whether the society was gone into liquidation or not. Umanath Nayak (Ex-15) in the cross examination admits the position that 70% of the wages were reimbursed by the management. The M.B.P.T. was charging Re. 1/- per month towards accommodation, furniture, fixtures, water, electricity. The Chief Labour Officer of the Mumbai Port Trust used to participate in the general body meeting and advised about the function of the canteen. At present M.B.P.T. is running a canteen in the same premises departmentally. There are other Cooperative Canteens operating in the trust under the Chief Labour Officer.

12. Nayak affirms that the stores and accounts department of the Mumbai Port Trust has formed the Cooperative Canteen Society in September, 1972. It was registered with the Deputy Registrar of the Cooperative Canteen Society Mumbai under the Cooperative Societies Act, 1960. The registration No. is BOM/CON/302/1972. The canteen was managed by the members of the managing committee. The canteen staff was appointed by the Managing Committee and its day to day affairs were looked after by the elected members of the Managing Committee. They were under the control and supervisions of the said canteen society. The M.B.P.T. is not concerned whatsoever with the staff of the canteen society. There was no relationship of master and servant between them.

13. Nayak further affirms that the due to the heavy financial losses to the canteen society it was closed down by the resolution passed by the share holders of the society in a Special General Body

meeting held on 11-9-1987 and on liquidation order passed by the Deputy Registrar of the canteen societies. There after the services of the workmen concerned were terminated.

14. Mr. Jaiprakash Sawant, the Learned Advocate for the union placed reliance on *Hussainbhai Vs. Alath Factory Thozhilal Union* 1978 LLJ 397. That was a case wherein His Lordship observed that in a Lassiez fair economy based on common law and contract Act the position may be different but in industrial Branch all three were jurists based on social justice mere contract are undecasing and a complex of considerations are relevant in deciding the real dispute so far as he is an employee.

15. The Learned Advocate also placed reliance on *M.M.R. Khan and Ors. Vs. Union of India* AIR 1990, SC 937. It has a reference in the case of *Transport and Dock workers Union Vs. Union of India and Ors.* 1994 II CLR 781. That was a case wherein the Division Bench of the Bombay High Court directed the Regional Labour Commissioner (Central) Bombay to prepare the report as regards the parity of wages in respect of the workers working in canteen run by Bombay Port Trust. That was a petition filed by the unions of the canteen workers employed through Cooperative canteens. The R.L. C. in his report stated that there are six canteens managed by the Port Trust Departmental and 17 cooperative societies canteen formed by the employees. He had also elaborated their recruitments through wages in his report. Their Lordships took into consideration the decision in the case of *M.M.R. Khan* and the circular issued by Government on October 1st, 1991 that the employees of the non statutory department canteens/Cooperative Canteen located in the Central Government Officer should be treated as Government servants w. e. f. 1st October, 1991. It is observed that there is no difference in the management of two types of canteens and no differentiation can be made between the employees of the two types so far as service conditions are concerned. The Lordships then observed that the contract Labour working in non-statutory recognised canteens run by the Cooperative canteen. It can be seen that the canteens were in bay Port Trust and are entitled to identical benefits as are employed by regular employees in statutory canteen. It can be see that the canteens were in existence when the decision was given. The workmen were employed there in. Here the position is quiet different. The canteen was closed on 28-10-87 in view of the general body resolution and by the order of the registrar of Cooperative societies for liquidation. It is not that any arbitrary action was taken by the canteen society or by M.B.P.T. in the present matter. Under such circumstances the ratio given in the above said authorities cannot be said to be applicable to the set of facts before me.

16. The Learned Advocate for the union also placed reliance on *Kerala State Coir Cooperative Ltd. Vs. Industrial Tribunal* 1995 I CLR 529. That was a case wherein His Lordships considered the scope of workman under section 2(s) of the Industrial Disputes Act of 1947. As I have come to the conclusion that the ratio given in *Transport and*

Dock workers union referred above has not application in view of the facts of this case the ratio in these authorities has also no application.

17. The Learned Advocate for the union also placed reliance on Pramial Chand Raha and Ors. Vs. Life Insurance Corporation of India and Ors. LAB IC 2064. It is very material to see that these workers were terminated in view of the closing of the canteen by passing general body resolution and liquidation order from the registration to canteen societies. The facts in Parimal Chandras case are quiet different. It has no application. Under such circumstances I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the Chairman, Bombay Port Trust Stores and Accounts Staff Co-operative Society in terminating the services of 14 workmen (Shri Ganesh Prabhu and Ors.) w.e.f. 28-10-1987 justified.

Dated : 30-10-1998.

S. B. PANSE, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2663:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हल्दीया डोक कॉम्प्लेक्स के प्रबन्धन के संबंध नियोजकों और उनके कमकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-97 को प्राप्त हुआ था।

[सं. एल.-32011/2/92—आई. आर. (विविध)]
के. वी. बी उष्णी, अवर सचिव

New Delhi, the 27th November, 1998

S.O. 2663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Haldia Dock Complex and their workman, which was received by the Central Government on the 27-11-98.

[No. L-32011/2/92-IR (Misc.)]

K. V. B. UNNY, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 19 of 1991

PARTIES :

Employers in relation to the management of Haldia Dock Complex

AND

Their workmen

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE :

On behalf of Management.—Mr. R. Praihari, Personnel Officer.

On behalf of Workmen.—Mr. R. N. Chandra, President of the Union.

STATE : West Bengal INDUSTRY : Port & Dock

AWARD

By Order No. L-32011/2/92-IR (Misc.) dated 21-6-1991 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Haldia Dock Complex in refusing to provide the benefit of rent free quarters to Hospital Staff viz. all Staff Nurses, Nurses, Pharmacist-cum-Dresser, Hospital Store Clerk and Assistant Store Clerk in the context of the Resolution No. 1004 dated 21-9-1957 passed by the Board of Trustees of Calcutta Port Trust, is justified or not? If not, to what relief the concerned workmen are entitled ?"

2. The present reference has arisen at the instance of Haldia Calcutta Port & Dock Sharamik Union (Union in short) for refusal of the Haldia Dock Complex to provide certain benefits to its hospital staffs in terms of the Resolution No. 1004 of the Board of Trustees, Calcutta Port Trust (CPT in short) dated 21-9-1957.

3. Union's case, in short, is that Calcutta Port Trust (CPT) in order to ensure free medical treatment, both indoor and outdoor, to their staff working in the establishments of both Calcutta Port and Dock and in Haldia Dock Complex have set-up a number of hospitals both in Calcutta and in Haldia Dock Complex. The Board of Trustees of CPT adopted resolution No. 1004 dated 21-9-1957 by which certain categories of staffs, as enumerated in the list of staff, were eligible for rent free quarters. The staffs attached to the hospitals of Haldia Dock Complex are provided with departmental quarters at Haldia for residential purposes and though the specified categories of the staff as mentioned in resolution No. 1004 dated 21-9-1957 are entitled to enjoy the rent free accommodation, still then, Haldia Dock Complex authorities adopted a policy of pick and choose in the matter of implementing the above decision. As a result of which some of the hospital staffs are not getting any residential accommodation. Haldia Dock Complex being part and parcel of CPT, the authorities of the Haldia Dock Complex are duty bound to implement the resolutions passed by the Board of Trustees of the CPT. The union has accordingly challenged the action of the authorities of the Haldia Dock Complex not to provide rent free accommoda-

tion to the eligible hospital staffs as illegal. It is further alleged that in the hospitals of the CPT situated in Haldia Dock Complex there is a post of Sister-in-charge and the said post of Sister-in-charge is exactly and similar to the post of Assistant Matron of the hospitals of the CPT and accordingly the Sister-in-charge deserves to be treated at par with the Assistant Matron of the CPT. She accordingly should be entitled to rent free residential accommodation like her counterpart Assistant Matron of the CPT. The management of Haldia Dock Complex after much persuasion extended the privilege of rent-free accommodation to only 5 Staff Nurses. Management of Haldia Dock Complex having denied other Nurses standing on the same footing as Staff Nurses, the benefit of rent free accommodation, adopted discriminatory attitude. The management has also not granted the 'Radiographers' the said benefit illegally. The management thus having refused to extend the benefit of rent free quarters to all of its hospital staffs, namely, Staff Nurses, Nurses, Pharmacist-cum-Dressers, Hospital Store Clerks and Assistant Store Clerks, the union took up their case and raised an industrial dispute on their behalf. The parties having failed to arrive at any settlement in the conciliation proceeding, the matter was referred to the Central Government which culminated in the present reference. The union has accordingly that the hospital staffs of the CPT working in the Haldia Dock Complex be provided rent free residential accommodation.

4. The management of Haldia Dock Complex in its written statement alleged that though it is under the Calcutta Port Trust it has an absolutely different administrative apparatus. Haldia Dock Complex started operations with effect from 1976 and the management of Haldia Dock Complex have developed its township where some its employees have been provided with residential accommodation. Initially there was a small medical set-up to provide medical facilities to the employees of the Haldia Dock Complex and thereafter that small medical set-up developed into a fullfledged hospital. The hospital had to introduce three shifts duties in the hospital. The management thereafter discontinued the practice of granting rent-free quarters to its all categories of employees. Management, however, did not disturb the position of those employees who were already granted rent-free quarters. Management alleged that the Haldia Dock Complex has an independent existence apart from the Calcutta Port Trust and it is never governed by the rules and regulations of the Calcutta Dock system and the rules/regulations of the Calcutta Dock system have never been adopted and/or implemented in the Haldia Dock Complex. Regarding Resolution No. 1004 dated 24-9-1957 of the Board of Trustees of the CPT it is stated that the question of application of the said resolution does not arise as the Haldia Dock Complex had not come into existence at that time and accordingly there was no question of going into the modous operandi of the Haldia Dock Complex. Management accordingly states that the effect of the resolution was restricted to the employees living within geographical limit of the Calcutta municipality including Tollymore, Garden Reach and South Suburban Municipalities. The management has also taken the plea that there is nothing in the said resolution about its application in the Haldia

Dock Complex. It is stated that the Haldia Dock Complex itself provided rent-free quarters to some of its employees upon consideration of the exigency of the situation but not following the resolution No. 1004 dated 24-9-1957. The basic reason for providing rent-free accommodation is to avail the services of the employees even during odd hours at night and upon that consideration some of the hospital staffs are provided rent-free accommodation. The management has accordingly prayed that the resolution No. 1004 dated 24-9-1957 of the Board of Trustees of the CPT has no manner of application in respect of any staffs working in Haldia Dock Complex. The management accordingly prayed for dismissal of the case of the union.

5. In its rejoinder, the union denied the management's case of its separate existence from that of the Calcutta Port Trust and alleged that both these establishments at Calcutta and Haldia being under the complete control of the Trustees of the Calcutta Port Trust and under its legal and administration compulsion, both of them are bound to go by the policy decisions formulated by the CPT and at no point of time and on no issue any deviation from the formulated policies and established principles were allowed to Haldia Dock Complex under any reason what-so-ever. It is also alleged that the management having already accepted the resolution by providing rent-free quarters to certain hospital staffs, cannot deny that it has no obligation to act as per the said resolution. The rest of the allegations in the rejoinder are repetition of the union's case in its written statement.

6. Both sides submitted written arguments in support of their respective cases though on the successive dates of hearing oral arguments the parties or anyone on their behalf failed to register their presence before this Tribunal. This Tribunal accordingly has no other alternative but to dispose of the reference on the basis of the oral and documentary evidence adduced by the parties.

7. It appears from record that the application of the union to the Assistant Labour Commissioner by which the present dispute was raised has only been exhibited as W-1 by the union. Management, on the other hand, produced two documents, namely, an extract from the proceeding of the Trustees dated 24-9-1957 (Ext. M-1) and also the extract from the proceedings dated 27-3-1963 (Ex. M-2). Regarding oral evidence it appears that three witnesses were examined on behalf of the union and only one witness was examined on behalf of the management.

8. Since the Tribunal had not the advantage of hearing the oral argument of the parties in the matter, it had to go through the written arguments filed by both the parties.

9. The union's demand, as it appears from the reference and also from its written statement, is grant of rent-free accommodation to all its hospital staffs employed by the Haldia Dock Complex on the basis of the resolution No. 1004 dated 24-9-1957 though the date of the resolution was wrongly referred as 21-9-1957 in the schedule of the reference. The management on the other hand has alleged that the Haldia Dock Complex having come into existence long

after the resolution of 1957 was adopted by the Trustees of the CPT, there cannot be any question of its application in case of its staffs. It has also taken the plea that Haldia Dock Complex is not bound by the rules, regulations or resolutions framed for administering the Calcutta Port Trust as Haldia Dock Complex has separate existence of its own.

10. It is therefore clear that the most point for consideration in this case is whether the management of Haldia Dock Complex is bound by the Resolution No. 1004 dated 24-9-1957 adopted by the Board of Trustees of the CPT and if so, whether all those classes of employees mentioned in the schedule of reference are entitled to get the benefit of the said resolution.

11. Regarding the alleged application of the resolution of 1957 of the CPT to the Haldia Dock Complex, the point that is to be noted first is that the letter came into existence in 1976 long after the said resolution was adopted by the Trustees of the CPT. It may be that the administrative authority of the Calcutta Port Trust and the Haldia Dock Complex are the trustees of the CPT, but that does not by itself extend the scope of any resolution, which is primarily intended for the staffs of the CPT, unless there is a specific direction from the self-same body that the terms of the resolution shall be applicable in the case of the Haldia Dock Complex which admittedly came into existence long after the said resolution was adopted by the Trustees of the CPT. In the instant case, nothing was produced before the Tribunal to show that the terms of the resolution was extended to cover the employees of the Haldia Dock Complex, nor is there any evidence on record to show that the terms of the resolution were made applicable to the case of the employees working under the Haldia Dock Complex.

12. There cannot be any doubt that CPT and the Haldia Dock Complex are two separate establishments though under the same administrative head. If the said administrative head resolves to give certain benefits to the employees of any one of such establishments, such benefits shall not be automatically available to the employees of the other establishment unless it is so directed by the administrative head. MW-1, M. B. Minz, an Industrial Relations Officer of the Calcutta Port Trust while deposing for the management in this case positively stated that the resolution No. 1004 dated 24-9-1957 has no application for the persons working under the Haldia Dock Complex. He also stated that unless it is specifically stated no rules prescribed for the Calcutta Port will be applicable to the Haldia Dock Complex. None of these positive assertions of this witness were challenged in his cross-examination. As a matter of fact, cross-examination of this witness was declined. Three witnesses examined on behalf of the union are not in a position to throw any light in the matter. WW-1, Debabrata Sinha, WW-2, Mukti Ranjan Pramanick and WW-3, Ranendra Nath Chandra were either hospital staff or associated with the medical department of the CPT. WW-1 and WW-2 merely claimed rent-free accommodation on the basis of the fact that they are staffs of the Hospital of the Haldia Dock Complex while WW-3 who is a retired Health Inspector

on the Medical Department of the CPT, in his evidence stated that no benefit can be granted to the employees without any resolution being passed by the CPT. He also did not state in his evidence that the benefit of the resolution of 1957 was extended to the employees of the Haldia Dock Complex.

13. So upon consideration of the facts and the position of law, as stated above, it is clear that the employees of the Haldia Dock Complex shall not be entitled to get the benefit of the resolution of 1957 of the CPT, even though the management of the CPT and the Haldia Dock Complex is one and same. Since the entire claim of the union based upon this resolution, there is absolutely no possibility of its success of its case.

14. Before parting with this case, I am also to mention that even assuming without admitting that this resolution has equal application in the case of the employees of the Haldia Dock Complex, still then, all the classes of the employees as mentioned in the order of reference shall not be entitled to that benefit. Upon comparison of the classes of employees entitled to get the benefit of rent-free accommodation in resolution No. 1004 dated 24-9-1957 with classes of employees mentioned in the schedule of reference, it will appear that Stores Clerk and Assistant Store Clerk of the hospital cannot be entitled to such benefit. Further, union has wanted to grant the said benefit to Sister-in-charge and Radiographer also. It was alleged that Sister-in-charge of the hospital of the Haldia Dock Complex and the Matron of the hospitals of the Calcutta Port Trust stand on the same footing, both in respect of their work and salary. There being hardly any evidence on that point, the said allegation cannot be said to have been proved. There is also no mention of the Radiographer as entitled to rent-free accommodation in the said resolution. It is immaterial, as stated by him in his evidence that this predecessor got rent-free accommodation, specially when he was not assured in his appointment letter that he would be given the said privilege. It is however no use going into further discussion in the matter since the very foundation of the case of the union has been found to be without any basis.

15. So, upon consideration of the facts and circumstances as well as the position of law in the matter, I am of the opinion that the management of Haldia Dock Complex was not unjustified in not providing the benefit of rent-free quarters to the hospital staff as mentioned in the schedule of reference in terms of Resolution No. 1004 dated 24-9-1957 passed by the Board of Trustees of the Calcutta Port Trust as that resolution had no manner of application to any employee of the Haldia Dock Complex. The workmen accordingly shall not be entitled to any relief.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer
Dated, Calcutta.

ETAOIN the 11th November, 1998

नई दिल्ली, 27 नवम्बर, 1998

का. शा. 2664:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उद्योगिक फैक्ट्री, मुम्बई के प्रबन्धन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, सं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल.—40011/16/95—आई आर (बी यू)]
के. बी. बी. उन्नी, प्रवर सचिव

New Delhi, the 27th November, 1998

S.O. 2664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Factory, Mumbai and their workman, which was received by the Central Government on 27-11-98.

[No. L-40011/16/95-IR(DU)]
K. V. B UNNY, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI
PRESENT:

Shri S. B. Panse, Presiding Officer.
Reference No. CGIT-2/39 of 1996
Employers in relation to the management of
Telecom Factory.
AND
Their workmen.

APPEARANCES:

For the Employer—Mr. S. B. Kadam Representative.
For the Workmen—Mr. R. D. Prabhu Representative.
Mumbai, dated 28th October, 1998

AWARD

The Government of India, Ministry of Labour by its order No. L-40011/16/95 IR (DU), dated 26-8-96, had referred to the following Industrial Dispute for adjudication.

“Whether the action of the employer of Telecom Factory Deonar, Bombay in not fixing the higher pay scale of wages to the Heavy vehicle Bus Drivers is legal and justified? If not, what relief the concerned workman is entitled to?”

2. Telephone workers union, Mumbai filed a statement of claim at Exhibit-2. All India Telecom Employees Union Class-II have filed a statement of claim at Exhibit-3. Infact both of them have identical claim I therefore intend to narrate them together. It is pleaded that the post of driver in Telecom Factory, Mumbai are the holders of heavy vehicles licence. The skill required for driving heavy vehicle is that of a highly skilled. They are fixed in the pay scale of Rs. 950-1500 which is normally the pay scale given to the skilled employees of the factory. He being the holder of heavy vehicle licence they should have been given the pay scale of Rs. 1200-1800.

3. The union pleaded that the department of B.A.R.C. has given two scales to the drivers that is motor drivers 950-1500 and bus drivers heavy vehicles 1150-1500. The other departments of the Government had also placed different pay scales to different type of drivers that is Drivers scale Grade-I 1200-1800, drivers scale Grade II 1320-2040, Head motor drivers 1400-2300. There is also one grade of drivers as staff car drivers and they are having different scales. For all these reasons it is submitted that the bus drivers who are holding heavy vehicle licence should be given the pay scale of Rs. 1200-1800 as the basic grade. Thereafter Rs. 1320-2040 for 16 years service and thereafter 1400-2300 after completing 26 years of service.

4. The management resisted the claim by the written statement (Ex-4). It is averred that the Tribunal had no jurisdiction to decide the reference. It is pleaded that the demand of the union is not tenable. In view of the Supreme Court decision that the jurisdiction of an expert body like the Central Pay Commission is meant for fixation of the pay scales and not the courts. It is submitted that the pay scales are given to different categories on the basis of the different recruitments rules and the work carried out by them. Under such circumstances it is submitted that the union is not entitled to any of the reliefs as claimed.

5. The Union filed a rejoinder at Exhibit-7 and reiterated their claim and denied the contentions in the written statement which are contrary to their claim.

6. The issues that fall for my consideration and my findings there on are as follows:

Issues	Findings
1. Whether the Tribunal had jurisdiction to decide the reference under Industrial Disputes Act?	Yes,
2. Whether the action of the employer of Telecom Factory, Deonar, Bombay in not fixing the high pay scales of wages to the heavy vehicle bus driver is legal and justified?	Yes.
3. If not, what relief the concerned workman is entitled to?	Does not survive.

REASONS

7. On 22nd September '97 I delivered the Award-I came to the conclusion that the Tribunal has no jurisdiction to decide the reference. In paragraph-27 of the said Award I have stated that for the sake of argument if it is said that the Tribunal had jurisdiction to decide the reference I intend to answer the remaining issues while giving finding on issue No. 2 I have stated that the action of the management is legal and justified.

8. Being aggrieved by the said order the union preferred a writ petition No. 713 of 1998. His Lordships by his order dtd. 4th May '98 remanded the matter back to this Tribunal stating that the order dtd. 22nd September '97 is stayed. The Presiding Officer of the Tribunal was directed to proceed with the reference after informing the employer and the employee there in. Thereafter I gave an opportunity to the parties to lead evidence in the matter to justify their claim.

9. The General Secretary of the Telephone workers union by his application (Ex-34) filed an order dated of His Lordship in Writ Petition No. 713 of 1998 where in it is stated that the Telecommunication is an industry in view of the Judgment delivered by the Supreme Court in General Manager Telecom Vs. S. Srinivasa Rao and Ors. 1998 1 CLR 184. The Tribunal was directed to decide the matter afresh in accordance with the law.

10. After the remand Rajaram OK (Ex.-28), the General Secretary of the Union filed an affidavit relying on the earlier evidence on the record. In his cross examination he admits that he accepts the cross-examination of Mr. Sonuskar dated 19-2-97 which is correct one and he abide by the same. In other words no other evidence on the record than the evidence which was I discussed while passing the Award on 22-9-97. The union and the management filed purshis at Ex-29 and 30, respectively stating that they do not want to lead any oral evidence in the matter.

11. Pramod Gangaram Sonuskar (E-9) is a motor driver in the Telecom factory since 27-9-83. He owns a heavy vehicles driving licence. He affirmed that high skill is required for driving the vehicle. He states that BARC bus drivers are giving High pay scale to heavy vehicle drivers. This position is not disputed by the management.

12. Sonuskar in the cross-examination admits the fact that he was initially getting the pay scale of Rs. 260-400. His scale was increased to 950-1500 in the Fourth Pay Commission. In other words it can be seen that the pay scales of these drivers are fixed by the Pay Commissions. If really they had any grievance for the scales they should put it before the Pay Commissions. The Tribunal is not the proper forum to decide the pay scales. It is not the case that in the same establishment different pay scales are adopted to the person doing the same job. Therefore the request which is made by these Unions that there is a high pay scale to the drivers who are holding Heavy Vehicle Licence in BARC and that should be given to them is without any justification.

13. There is no evidence to show that what type of work is carried out by the Heavy Vehicle Drivers in the BARC comparing the work with that of the heavy vehicle Bus drivers in the factories, of Telecom.

14. In State of U.P. & Ors. Vs. J. P. Churasiya and Ors. 1989 Supreme Court Cases (L&S) 71. It is observed that the Factories justifying differentiation depends upon the duties and responsibilities besides quantity and quality. The courts are not suited to evaluate and compare it on the basis of the evidence and pleadings. The matter should be left to the executive who should appoint an expert body for that purpose. The court should respect such a determination unless malafides are shown. In this particular case the union had not brought on the record what are the malafides committed by the management. Under such circumstance I rely upon the ratio given in the above said authority and return my findings, on the issues accordingly. Hence I pass the following order:

ORDER

The action of the employer of Telecom Factory, Deoner, Bombay in not fixing the higher pay scale of wages to the Heavy Vehicle Bus Drivers is legal and justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. आ. 2665:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिपार्टमेंट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल—40012/131/91—आई आर (डी यू)]
के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 27th November, 1998

S.O. 2665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on the 27-11-98.

[No. L-40012/131/91-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT CALCUTTA

Reference No. 41 of 1991

PARTIES :

Employers in relation to the management of
Calcutta Telephones

AND

Their workman

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE :

On behalf of Management.—Mr. T. Chowdhury,
Advocate.One behalf of Workman.—Mr. M. S. Dutta,
Advocate.

STATE : West Bengal INDUSTRY : Telephones

AWARD

By Order No. L-4002/131/91-IR (DU) dated 5-12-1991 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Telephones Deptt. of Telecommunication in terminating the services of Shri Arun Karak, casual workman w.e.f. 1-1-89 is justified ? If not, what relief he is entitled to ?"

2. Instant reference has arisen at the instance of one Arun Karak the concerned workman for alleged wrongful termination of his service by the management of Calcutta Telephones (in short the management).

3. The case of the workman in short, is that he was appointed as a casual labourer on 1-6-1986 in a permanent vacancy for underground cable maintenance work and was posted in the section of SDOP (Zone-iv) 26-27 Exchange (External), P.O. 10, Ganesh Chandra Avenue, Calcutta-700013. After his appointment he was working continuously in the said post till his service was terminated by the management with effect from 1-1-1989. No reason was assigned by the management while terminating his service. The workman has alleged that he was discharging his duties to the full satisfaction of his superiors and the management had no reason to terminate his service. The workman made several verbal representations to the management for reinstating him in service without any effect. The concerned workman alongwith other workman thereafter made joint representation on 18-3-1991 to the Assistant Labour Commissioner (Central), Calcutta challenging their termination of service. A formal industrial dispute was raised. The workman has alleged that since termination of his service is a 'retrenchment' under section 2(cc) of the Industrial Disputes Act, 1947 (Act in short), such termination without compliance of the provisions of Section 25F of the Act was illegal and is liable to be set aside. The workman has accordingly prayed for reinstatement in service with full back wages on an finding by this Tribunal that his retrenchment is invalid, inoperative and void.

4. The management in its written statement denied the workman's allegations in his written statement. It is alleged that the workman was engaged purely on temporary basis as casual labour on 'no work no

pay' basis for a particular emergent nature of the job, on completion of which he was disengaged from service. Management's further case is that the concerned workman worked for 14 days in June 1986 and thereafter worked for 3 months in the month of July, August and September fully in the year 1986, 12 days in January, 1987, 25 days in February, 1987, 28 days in March 1987, 26 days in April 1987 and 19 days in May, 1987. The total period of his work under the management thus was 216 days. Regarding the certificate alleged to have been issued by the management in favour of the workman, it was submitted by the management that it was never issued in favour of the workman. It was only an inter-departmental office document and subsequently on scrutiny it was found that the said certificate was wrong and incorrect. Management also denied that any verbal representation was made by the concerned workman for reinstating him in service. Management emphatically denied that the concerned workman completed more than 240 days of service in the year preceding his alleged retrenchment from service. Management has also denied that his service was continuous. Management has also stated that the termination of his service does not amount to 'retrenchment' under section 2(cc) of the Act and accordingly non-compliance of section 25F of the Act does not arise. Management has accordingly prayed for dismissal of the case of the workman.

5. The allegations made by the workman in its rejoinder being merely repetition of the case made in his written statement, no further elucidation of that is necessary.

6. Heard Mr. T. Chowdhury, learned Advocate appearing for the management and Mr. M. S. Dutta, learned Advocate appearing for the workman.

7. It appears from record that apart from production of certain documents, each side has examined one witness each.

8. On behalf of the workman, Shri Arun Karak the concerned workman has examined himself. From his evidence it appears that sheet-anchor of his case is Ext. W-1, which is a certificate issued by Mr. A. K. Bhattacharjee, SDOP/Zone-iv, 26-27 Exchange of Calcutta Telephones. The evidence of this workman that he worked for 200 days in 1986, 240 days in 1987 and 260 days in 1988 therefore gets support from the documentary evidence of the management vide Ext. W-1.

9. Management, on the other hand, tried to wriggle out from this uncomfortable position by alleging that the certificate does not represent the correct state of affairs and it was apparently incorrect as it will appear from the subsequent certificate issued by the same officer on 11-11-1992 from which it will appear that the concerned workman had worked for 106 and 110 days in 1986 and 1987 respectively.

10. Mr. Dutta, learned Advocate for the workman seriously challenged the subsequent certificate on several grounds. As a matter of fact, I find from record that Ext. M-3 was admitted in evidence on the objection of Mr. Dutta. He also pointed out the evidence of the management's witness where it was

admitted that Ext. W-1 is an interdepartmental office document. Simply because it is challenged by the management that it was not correct, it was not made the certificate (Ext. W-1) incorrect. Further the alleged corrected statement Ext. W-2 alleged to have been issued by the same Officer Mr. A. K. Bhattacharjee having been admittedly issued during the pendency of this reference, no importance should be placed on this document, even though it was admitted in evidence. Mr. Datta also raised objection that Ext. W-2 should not have been admitted in evidence at all, the same being a Xerox copy of the original which was not produced before the Tribunal. Be that as it may, Ext. W-2 is absolutely unbecomable, no credence shall be placed on the same. The management's failure to examine Mr. A. K. Bhattacharjee even though he is still in service of the management as one of its senior officer also goes a long way to show that the entire story made out by the management regarding the period of work of the concerned workmen is absolutely false.

11. The workmen has categorically stated in his evidence that an attendance register used to be maintained by the management in respect of his work and he used to sign the same daily. This point was neither challenged in the cross-examination of WW-1, nor the witness examined on behalf of the management denied the existence of any attendance register. Attendance register, therefore, would have been the best evidence to prove the days of work of the concerned workman. Withholding of the said document by the management raises an adverse presumption against the same that had that been produced, that would not have supported its case and would have supported the case of the concerned workman.

12. It is true that the management has produced certain ACG-1/ payment vouchers in support of its case, but from the certificate Ext. W-1 it is clearly apparent that all such ACG-1/ payment vouchers were intentionally not produced by the management to show that the concerned workman worked for less than 240 days in a year. No importance, therefore, can be placed on the ACG-1/ payment vouchers as the evidence of actual period of service rendered by the concerned workman.

13. In the aforesaid circumstances, on the basis of the management's unimpeachable document (Ext. W-1) and also on the evidence of the workman, I am to hold that the concerned workman has succeeded in proving that he had worked for 200 days in 1986, 242 days in 1987 and 260 days in 1988.

14. The workman thus has proved that he had worked for 242 days in 1987 and 260 days in 1988. There cannot be any doubt that the termination of his service amounts to 'retrenchment' under section 2(cc) of the Act. Under section 25F of the Act 'retrenchment' from service of any workman after he has rendered service continuously for one year or 240 days continuously counting backward from the date of termination of his service without service of retrenchment notice or payment of compensation, as required under that section, shall bring its own consequence, namely, making the entire action of the retrenchment, illegal, inoperative and void in the eye of the law.

Management having not admittedly complied with the provisions of section 25F of the Act while terminating the service of the workman, his retrenchment is illegal, inoperative and void.

15. The workman in his evidence stated that he is sitting idle since the termination of his service and that statement having not been controverted in his cross-examination, the workman shall be entitled not only to reinstatement in his service but also his entire back wages.

16. In view of what goes above, the management of Calcutta Telephones, Department of Telecommunication being not justified in terminating the service of the concerned workman, it is to reinstate him in his service at once and to pay him the entire back wages from the date of his termination of service till his reinstatement.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 9th November, 1998.

नई दिल्ली, 27 नवम्बर, 1998

का. प्रा. 2666:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिपार्टमेंट के प्रवर्धन के संबंध में निहित औद्योगिक विवाद और उनके कर्मचारियों के बीच, अनुवाद में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल.—40012/175/96—आई और (डी यू)]
के. वी. बी. उन्नी, अवर सचिव

New Delhi, the 27th November, 1998

S.O. 2666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on the 27-11-98.

[No. L-40012/175/96-IR(DU)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NO. II, MUMBAI
PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-3/9 of 1998

Employers in relation to the management of
Telecom Department, Jalgaon.

AND	STAGE OF ENTRY	GRADE ALLOTTED
Their Workmen.		
APPEARANCES :	(i) BCR Scale	Grade-III
For the Employer.—Mr. V. S. Masurkar & Mrs. N. V. Masurkar, Advocates.		
For the Workmen.—Mr. M. B. Anchan, Advocate.	(ii) 10 Per Cent of posts in the BCR pay scale to be placed in the pay scale of Rs. 2000-3200.	Grade-IV
Mumbai, dated 29th October, 1998		

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/1/5/98-IX (DU), dated 4-2-98, had referred to the following Industrial Dispute for adjudication.

“Whether the action of the Telecom Distt. Manager, Jalgaon under CGM, Telecom, Maharashtra, Bombay in not granting promotion for TAO(Ph) Gr. III to TAO(PH) Gr. IV to Sh. S. R. Wamorkar is legal and justified? If not, to what relief the workman is entitled to?”

2. Certain facts can be said to be not in dispute. They can be narrated in nut shell as follows :

S. R. Wamorkar was appointed as a Telephone Operator on 22-12-64. He completed 26 years of service in that cadre on 22-12-90. The Directorate of Telecom, New Delhi issued instructions by a letter dated 16-10-90 in which it is stated that the officials those who have completed 26 years of service or more will be considered under Biennial Cadre Review (hereinafter called as BCR) and will be granted pay scales of Rs. 1600—2660 and 10 per cent of the posts in the pay scale of Rs. 1600—2660 will be in the pay scale of Rs. 2000—3200. It is further mentioned there in that the dates of review will be 1-1-91, 1-7-91 and 1-1-92. In the second cadre review which will cover the period from 1-7-92 to 30-6-94 which will be completed before 1-7-92. The required number of posts to be regularised in a half yearly statement on 1-7-92; 1-1-93; 1-7-93 and 1-1-94.

3. On the basis of the letter dated 16-10-90 S. R. Wamorkar who completed 26 years of service was promoted as a BCR grade III w.e.f. 1-1-98 by a letter dated 3-11-92.

4. The Directorate of Telecom, New Delhi issued instructions dated 18-3-92 in which the old and new designation of the cadre in the grade is mentioned as under :

OLD DESIGNATION

(1) T. O.

NEW DESIGNATION

Telecom Operating Assistant (Phones)

5. The management by its letter dated 18-11-92 stated that the officials of Grade-III (Pay scale of Rs. 1600-2660) in the stream of Telecom Operating Assistants (Phones) are hereby placed in the higher pay scales of Rs. 2000-3200 (Grade-IV) w.e.f. 1-7-92. It is confirmed by the said letter that total 105 officials are promoted from Grade-III to Grade-IV. Nearabout 1050 officials were available in Grade-III.

6. S. R. Wamorkar became orthopedically handicapped in a truck and scooter accident on 11-3-84 and was in the treatment of Civil Surgeon, Dhulia w.e.f. 11-3-84 to 11-4-84. All India Institute of Physical Medicines and Rehabilitation, Bombay issued disability certificate on 11-4-89 to S. R. Wamorkar certifying his disability exceeding 40 per cent. On 12-7-93 the management promoted the 28 officials from Grade-III to Grade-IV with the pay scales of Rs. 2000-3200 w.e.f. 1-1-93.

7. The workman in his Statement of Claim contended that the Government of India, Department of Personnel and Training, New Delhi issued a circular dated 20-11-89 informing that it has been decided that when promotions are being made within Group ‘C’ reservations will be provided for three categories of physically handicapped persons, viz. physically handicapped, hearing handicapped and orthopedically handicapped. The said department by its letter dated 4th May 1990 informed that 1 per cent reservations have been provided to each of the categories mentioned above. It is averred that even though the workman was orthopedically handicapped he was not considered for the promotion from Grade III and Grade IV when promotions were given by letter dated 18-11-92 w.e.f. 1-7-92 and again on 12-7-93 w.e.f. 1-1-93. It is submitted that this action of the management not considering him for promotion is without any justification. He prayed that he may be promoted from Grade III to Grade IV with the pay scale of Rs. 2000-3200 w.e.f. 1-7-92 with all consequential benefits.

8. The management resisted the claim by the Written Statement (Ex-10). It is pleaded that as per DOT's dated 10-9-96 and a clarification issued in RCM meeting held on 29-1-97 such promotions are confined to who have originally recruited against handicapped quota. It is further pleaded that such workman was recruited against the physically handicapped quota who was not considered for promotion from Grade III to grade IV in that category. It is further pleaded that in view of Theyyam Joseph's case 1996(1) SC service law Judgments 293 Telecommuni-

cation is not an industry and hence Tribunal had not jurisdiction to decide the reference. It is prayed that the reference may be answered accordingly.

9. The workman filed a rejoinder at Ex-14 and reiterated the contents of his statement of claim and denied the claim which is made in the written statement.

10. The issues are framed at Ex. 16. The issues and my findings thereon are as follows:

ISSUES	FINDINGS
1. Whether the action of the Telecom District Manager, Jalgaon in not granting promotion for TAO(Ph) Grade III to TAO (Ph) Grade IV of Shri S.R. Wamorkar is legal and justified ?	No.
2. If not, what relief the workman is entitled to ?	As per order.

REASONS

11. Mr. Suresh Wamorkar (Ex-17) affirms that a letter dated 20-11-89 (Ex-8|6) nowhere states that only persons who are recruited against the physically handicapped quota are entitled for promotion under that head. After going through this letter it cannot be revealed that this promotion policy to physically handicapped persons is applicable only to the persons who were recruited as a physically handicapped. Ex-11|3 is the minutes of RCM meeting dated 29-1-97. In this meeting it is held that the promotions are conveyed to whom are originally recruited against handicapped posts in the post. The Learned Advocate for the workman argued that the interpretation of the management in respect of that letter and the decision of the RCM meeting cannot be said to appropriate one. He argued that admittedly the workman became handicapped in road accident after putting some years service. It is not disputed that now he is orthopedically handicapped. If this is the position I really don't understand why the benefit which is originally given to the handicapped persons for getting an employment should not be given to a person who becomes handicapped in the employment. It is not necessary that he should become handicapped persons in the course of the employment. If he becomes so he is entitled for some compensation and other things. But that is not the case here. The Learned Advocate for the management could not show me that there is specific rule in the recruitment that a person who becomes handicapped later on will not be entitled to get benefits and promotions in that category. I therefore find that the interpretation which is made by the management in respect of the letter dated 20-11-89 is incorrect.

12. S. R. Patel, SDE (Legal) Exhibit-21 admits categorically that the workman is physically handicapped person. He further accepts that promotion was given to physically handicapped persons in 1992

and 1993 when 102 and 28 persons were promoted respectively. The Government by its letter dated 4-5-90 (Ex-8|7) has categorically mentioned that 1 per cent reservation for physically handicapped persons should be made. By the letter dated 18-11-92 (Ex-8|5) 105 officials were promoted from grade III to grade IV w.e.f. 1-7-92. The worker was eligible for promotion at that time. But he was not considered in the category of handicapped persons. In view of the above said discussion the workman being handicapped person when class III employees were considered for promotion to class IV. He was entitled to get promotion under that reservation w.e.f. 1-7-92. Naturally he is entitled to all monetary benefits from that date. In the result I, record my findings on the issues accordingly and pass the following order :

ORDER

1. The action of the Telecom Dist. Manager, Jalgaon under CGM, Telecom, Maharashtra, Bombay in not granting promotion for TAO(Ph) Gr. III to TAO(Ph) Gr. IV to Sh. S. R. Wamorkar is not legal and not justified.
2. S. R. Wamorkar is promoted from Grade-III to Grade-IV with a pay scale of Rs. 2000-3200 w.e.f. 1-7-92.
3. The management is directed to give him arrears of pay and all other consequential benefits.

S. B. PANSE, Presiding Officer.

नई दिल्ली, 27 नवम्बर, 1998

का.आ. 2667 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रिक्ट टेलीकॉम इंजीनियर, शिमोगा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था ।

[सं.एल.-40012/270/91-आई आर (डी यू)]

के. वी. बी. उण्णी, अवर सचिव

New Delhi, the 27th November, 1998

S.O. 2667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employees in relation to the management of District Telecom Engineer, Shimoga and their workman, which was received by the Central Government on 27-11-98.

[No. L-40012/270/91-IR (DU)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE.

Dated 20th October, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 76/92

I Party :

Shri Jayarama
S/o Srinivasa
Honahalli Village,
Near N. J. College,
Barkur-576210.

II Party :

The Telecom Dist. Engineer
Mamcose Bldg.,
Shimoga-577202.

AWARD

This reference is referred by the Government of India for an adjudication and Award on the following schedule

"Whether the management of District Telecom Engineer, Shimoga is justified in terminating the services of Shri Jayarama w.e.f. 10-9-1988 ? If not, what relief the workman concerned is entitled to ?"

The parties have filed respective claim and counter statements.

The contention of the I party is that he was a daily wage employee under second party since 1-12-1986. He enjoyed all privileges and benefits as in the case of permanent employees. Though he has worked in all 650 days the second party terminated his service w.e.f. 10-9-1988 without any notice.

Since there is violation of Sec. 25F of the Industrial Disputes Act, he is entitled for reinstatement and back wages.

Second party denied all the allegations made by the first party except the fact that he was a Casual Mazdoor and worked in all 616 days. It is denied of the fact of any termination but the first party stopped attending the work from 10-9-1988.

The second party further contended it is not an Industry, but in the argument this plea was withdrawn due to a ruling of the Hon'ble Supreme Court of India.

Parties are directed to adduce their evidence on the point covered by the schedule to reference.

Second party examined Telecom District Engineer as MW-1 and marked Exhibit M1 and Exhibit M2. His evidence is that the first party abandoned his work voluntarily and there was no termination. Exhibit M1 and Exhibit M2 evidences that the first party worked as a Casual Mazdoor for a period of 616 days.

Nothing worth is elicited in his Cross-Examination. This evidence was recorded on 17-2-1994. Thereafter the first party found absent during adjourned dates throughout.

On 8-9-98 notice by RPAD issued to both the parties. First party workmen received the notice but failed to appear to make further progress in the case. Therefore, in his absence second party heard.

Second party prima facie proved the fact that there is absolutely no termination but it is a voluntary abandonment of work. The first party has not placed any material either oral or documentary, justifying the averments made in his claim petition.

In the above facts and circumstances the following Order is inevitable.

The reference is Rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 1998

का. घा. 2668:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलॉजिकल सर्वे ऑफ इंडिया, के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-98 को प्राप्त हुआ था।

[सं. एल.-42011/2/97-आई आर (डी यू.)]
के. वी. बी. उण्णी, अवसर सचिव

New Delhi, the 27th November, 1998

S.O. 2668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 27-11-98.

[No. L-42011/2/97-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING
OFFICE, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
DEOKI PALACE ROAD, PANDU NAGAR,
KANPUR

Industrial Dispute No. 222/97

In the matter of dispute between

Secretary

Bh. Puratava Shurvekshan Kar Prishand
(INTUC) Lucknow.

AND

Superintending Archaeologist
Archaeological Survey of India
LKO Circle Balle Guard Cottage
Golaganj
Lucknow.

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-42011/2/97 IR(DU) dated 28-10-97 has referred the following dispute for adjudication to this Tribunal :

Whether the action of management of Archaeological Survey of India, Lucknow for not making payment of bonus for the year 1993-94, 1994-95 in time to Sri Dasharath

and 25 other (as per enclosed list) is legal and justified? If not the workmen are entitled to what relief ?

2. It is unnecessary to give the details of the case as the management files application dated 23-6-98 along the copy of letter of Jai Ram Tiwari Secretary dated 21-5-97 for closure of the case as the payment has been made. Hence the reference is answered accordingly.

B. K. SRIVASTVA, Presiding Officer

CORRIGENDUM

New Delhi, the 30th November, 1998

S.O. 2669.—In the Notification of the Government of India in the Ministry of Labour No. S.O. 442(E), dated the 13th May, 1998 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) on 21st May, 1998, for "to be authorised", read "to be authorities".

[No. A-42011/31/97-C&WL-III]

CHITRA CHOPRA, Jt. Secy.

नई दिल्ली, 3 दिसम्बर, 1998

का.आ. 2670.—केन्द्रीय सरकार ने यह समाधान हों जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1146 दिनांक 26 मई, 1998 द्वारा भारत सरकार टकसाल, नोड्डा को उक्त अधिनियम के प्रयोजनों के लिए 3 जून, 1998 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 3 दिसम्बर, 1998 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[फा. सं. एस-11017/01/94-आई.आर. (पी. एल.)]

एच. सी. गुप्ता, अवसर सचिव

New Delhi, the 3rd December, 1998

S.O. 2670.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S. O. No. 1146, dated 26th May, 1998

the services in India Government Mint, Noida to be a public utility service for the purpose of the said Act, for a period of six months from the 3rd June, 1998 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

And whereas, the Central Government is of opinion by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 3rd December, 1998.

[No. S-11017/1/94-IR (PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 7 दिसम्बर, 1998

का.आ. 2671.—केन्द्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि शास्त्रीय खाद्य निगम में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 6 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए ।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[संख्या एस-11017/5/91-ओ. स. (पी. बि.)]

एच. सी. गुप्ता, अवसर सचिव

New Delhi, the 7th December, 1998

S.O. 2671.—Whereas the Central Government is satisfied that the public interest requires that the services in the Food Corporation of India which is covered by entry 6 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act ;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/5/91-IR (PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 8 दिसम्बर, 1998

का आ 2672 :—केन्द्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि भारत सरकार टकसाल, चेरलापल्ली में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/3/98-ओ. स. (नी. वि.)]
एच. सी. गुप्ता, अवर सचिव

New Delhi, the 8th December, 1998

S.O. 2672.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Government Mint, Cherlapally (Ranga Reddy) which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/3/98-IR(PL)]
H.C. GUPTA, Under Secy.

नई दिल्ली, 8 दिसम्बर, 1998

का.आ. 2673 केन्द्रीय :—सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि भारत सरकार टकसाल, कलकत्ता में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/1/97-ओ.स. (नी. वि.)]
एच. सी. गुप्ता, अवर सचिव

New Delhi, the 8th December, 1998

S.O. 2673.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Government Mint, Calcutta which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/1/97-IR(PL)]
H.C. GUPTA, Under Secy.

नई दिल्ली, 8 दिसम्बर, 1998

का आ 2674 :—केन्द्रीय सरकार का समाधान हो गया है कि लोकहित में ऐसा अपेक्षित है कि भारत सरकार टकसाल, मुम्बई में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/14/97-ओ स (नी वि)]
एच० सी० गुप्ता, अवर सचिव

New Delhi, the 8th December, 1998

S.O. 2674.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Government Mint, Mumbai which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for

the purposes of the said Act for a period of six months.

[No. S-11017/14/97-IR(PL)]

H.C. GUPTA, Under Secy.

नई दिल्ली, 4 दिसम्बर, 1998

का.प्रा. 2675.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जनवरी, 1999 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध पाण्डिचेरी केन्द्र शासित प्रदेश के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

अरियंकुप्पम कौमुन के अन्तर्गत आने वाले क्षेत्र में राजस्व ग्राम—अरियंकुप्पम, धिम्मानाईकैपलायम, धावलाकुप्पम, मनावेली, पुवरनकुप्पम” ।

[संख्या : एस-38013/26/98-एस.एस.-I]

जे.पी. शुक्ला, अवसर सचिव

New Delhi, the 4th December, 1998

S.O. 2675.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st January, 1999 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas of the Union Territory of Pondicherry namely :—

“Areas comprising the Revenue Villages of Ariyankuppam, Thimmanaickenpalayam, Abishekapakkam, Thavalakuppam, Manavely Poornankuppam of Ariyankuppam Commune.

[No. S-38013/26/98-S.S. I]

J.P. SHUKLA, Under Secy.

नई दिल्ली, 4 दिसम्बर, 1998

का.प्रा. 2676.—जबकि चेन्नई पत्तन न्यास प्रबंधन, चेन्नई तथा उनके कामगारों, जिसका प्रतिनिधित्व मद्रास पत्तन न्यास रेलकर्मि संघ, भगत हाऊस, 204, ब्रॉडवे, चेन्नई-600108 द्वारा किया गया है, के बीच एक औद्योगिक विवाद मौजूद है।

तथा जबकि उक्त प्रबंधन तथा उनके कामगार, जिनका प्रतिनिधित्व मद्रास पत्तन न्यास रेलकर्मि संघ द्वारा किया

गया है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 47) की धारा 10-क की उपधारा (i) के तहत एक लिखित समझौते के द्वारा उक्त विवाद को विवाचन हेतु संदर्भित करने पर सहमत हुए तथा उक्त विवाचन समझौते की एक प्रति केन्द्र सरकार को प्रेषित की है।

इसलिए, अब उक्त अधिनियम की धारा 1-क की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्वारा उक्त समझौते का प्रकाशन करती है।

समझौता

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के तहत)

पक्षों के नाम

नियोक्ता का प्रतिनिधित्व	कर्मकारों का प्रतिनिधित्व
अध्यक्ष,	अध्यक्ष तथा महासचिव
चेन्नई पत्तन न्यास	मद्रास पत्तन न्यास
राजाजी सालाई	रेलकर्मि संघ, भगत हाऊस
चेन्नई-600001	204, ब्रॉडवे
	चेन्नई-600018

एतद्वारा पक्षों के बीच निम्नलिखित विवादों को विवाचन हेतु राष्ट्रीय पत्तन प्रबंधन संस्थान, चेन्नई-600119 के विशेष कार्याधिकारी कैप्टन ए.एन.एम. किशोर के पास भेजने पर सहमति हुई है।

विवाद में विनिर्दिष्ट मुद्दे :

1. क्या समुद्री विभाग में लश्कर ग्रेड I की भर्ती के लिए शिक्षता योजना शुरू करने की मांग न्यायोचित है ? यदि हाँ, तो अपेक्षित योग्यताएं तथा भर्ती की योजना की अनुशंसा की जाए। यदि नहीं, तो मौजूदा पद्धति को देखते हुए शैक्षिक योग्यता तथा चयन की प्रक्रिया आदि के संबंध में अनुशंसाएं दी जानी चाहिए।

2. क्या क्राफ्ट की प्रचालन संबंधी आवश्यकता के संबंध में अन्य पत्तनों की तुलना में टर्गस और लांचों के लिए निर्धारित मौजूदा मैनिंग स्केल के संशोधन की मांग न्यायोचित है ? यदि अन्यथा रूप में, मैनिंग स्केल की सिफारिश की गई हो तो उसे विनिर्दिष्ट किया जाए।

3. क्या पूर्व के, वर्तमान तथा भविष्य के जहाजरानी संचालन के मद्देनजर लंगरदल को 4 से बढ़ाकर 6 किए जाने की मांग न्यायोचित है ? जहाजरानी के बढ़ते संचालन के कारण 12 घंटों का लम्बा शिफ्ट शुरू किए जाने की मांग पर भी विचार किया जाना चाहिए।

4. पूर्व के लंगरदल में सदस्यों की संख्या 10 को देखते हुए क्या लंगरदल के सदस्यों की संख्या को प्रत्येक सैट में बढ़ाकर 12 किए जाने की मांग न्यायोचित है ?

5. क्या समुद्री नौका में, साइरिंग के प्रमाणपत्र पर बल दिए बिना, क्योंकि डाक साइरिंग के लिए कोई प्रमाण पत्र नहीं होता, डाक साइरिंग को प्रधान साइरिंग के रूप में पदोन्नति के मौके प्रदान किए जाने की मांग न्यायोचित है ?

6. क्या साइरिंग के प्रमाणपत्र के आधार पर साइरिंगों को मास्टर ग्रेड I में पदोन्नत करने की मांग न्यायोचित है ?

7. क्या मास्टर ग्रेड II को द्वितीय श्रेणी के मास्टर प्रमाणपत्र के साथ मास्टर ग्रेड I के रूप पदोन्नत करना न्यायोचित है ?

8. क्या टिडल (पी. सी.) को द्वितीय श्रेणी मास्टर प्रमाणपत्र सहित मास्टर ग्रेड II में पदोन्नत करना न्यायोचित है ?

9. क्या टग इलेक्ट्रिशियन को चार्जमैन के रूप में पदोन्नत करना न्यायोचित है ? यदि हाँ, तो चार्जमैन के संबंध में अपेक्षा विनिर्दिष्ट की जाएं।

10. क्या ग्रीजर के पद को टग टिडल (इंजन) के साथ-साथ पदोन्नत करने की मांग न्यायोचित है ?

11. विभिन्न श्रेणियों के पदों के लिये निर्धारित शैक्षिक अपेक्षाओं, अनुभव के वर्षों तथा पदोन्नति के चैनल के मद्देनजर, ऐसे कौन से बदलाव लाये जाने चाहिये या कवम उठाये जाने चाहिये ताकि रिक्तियाँ बिना किसी रुकावट के भरी जा सकें ?

12. क्या निम्नलिखित श्रेणी के कर्मचारियों को प्रभारी भत्ता प्रदान करने की मांग तर्कसंगत है जैसा कि धरिष्ठ मास्टरों, मास्टर ग्रेड-II और साइरिंग को दिया जा रहा है, जो कि जहाजों का स्वतंत्र प्रभार रखते हैं

(1) मोटर चालक ग्रेड I और II

(2) मूरिंग बोट में साइरिंग

(3) याई में गनर।

(4) याई में चार्जमैन।

13. क्या मैरीन स्टाफ को पाइलटेज भत्ता या कोई समान भत्ता उनको दिये जा रहे अन्य भत्तों को देखते हुए प्रदान किये जाने की मांग तर्कसंगत है ?

14. क्या उपस्थिति के प्रत्येक दिन 7 रु. का चाय भत्ता, जो कि अब गतिमान जहाजों के मैरीन स्टाफ को दिया जा रहा है, सिग्नल स्टेशन प्रदूषण नियंत्रण और बाँय याई में कार्यरत स्टाफ को दिये जाने की मांग तर्कसंगत है ?

15. प्रौद्योगिकी में हुए परिवर्तन को ध्यान में रखते हुए क्या सिग्नल स्टेशन डाँचा को पुनर्गठित करने की कोई आवश्यकता है ? यदि हाँ, तो अपेक्षित जनशक्ति; पदोन्नति के अक्सर, उनका कार्यभार, कर्तव्य और दायित्व आदि स्पष्ट किये जायें।

16. समुद्री विभाग में विभिन्न गतिमान जहाजों, सर्विस स्टेशन, सिग्नल स्टेशन आदि में परिचालन के लिये अपेक्षित जनशक्ति को ध्यान में रखते हुए, अनुपस्थिति के समय लिये जाने वाले आवश्यक कदम और मैरीन स्टाफ, सर्विस स्टेशन और सिग्नल स्टेशन में अनुशासनहीनता, यदि कोई हो, से निबटने के लिये किसी अस्तनिर्मित तंत्र की सिफारिश की जाये।

विवाद के पक्षों का विवरण—

1. अध्यक्ष,
चेन्नई पोर्ट ट्रस्ट,
राजाजी, सालाई,
चेन्नई-600001

2. अध्यक्ष और महासचिव,
मद्रास पोर्ट ट्रस्ट रेलवेमैन, यूनियन,
भगत हाउस, 204 ब्राडवे,
चेन्नई-600108

उपक्रम में नियोजित प्रभावित हुए कर्मकारों की—10,184 संख्या

विवाद के कारण प्रभावित या प्रभावित हो सकने वाले—732 कर्मकारों की अनुमानित संख्या

हमने विवाचक को ऊपर दिये गये विभिन्न विवादों और मामलों पर अपना अधिनिर्णय देते समय संबंधित निवेश जारी करने और यदि आवश्यकता हो तो दोनों पक्षों की सहमति से असेसर/असेसरों की नियुक्ति करने के लिये प्राधिकृत किया है।

विवाचक अपना अधिनिर्णय केन्द्रीय सरकार द्वारा सरकारी गजट में इस करार के प्रकाशित होने की तिथि से तीन माह के भीतर या यदि उक्त प्रक्रिया में अधिनिर्णय नहीं दिया गया तो लिखित रूप में हमारे बीच हुए आपसी करार द्वारा बढ़ाए गये समय के भीतर देगा।

हम सहमत हैं कि विवाचक द्वारा दिया गया अधिनिर्णय हमारे लिये बाध्य होगा।

हम इस पर भी सहमत हैं कि उपर्युक्त विवाचन के संबंध में हुए व्यय को पक्षों अर्थात् चेन्नई पोर्ट ट्रस्ट और मद्रास पोर्ट ट्रस्ट रेलवेमैन यूनियन द्वारा बराबर-बराबर वहन किया जायेगा।

26 अक्टूबर, 1998 को चेन्नई में दिनांकित।
नियोजक का प्रतिनिधि कर्मकारों का प्रतिनिधि

ह/-

ह/-

अध्यक्ष,
चेन्नई पोर्ट ट्रस्ट

अध्यक्ष,
मद्रास पोर्ट ट्रस्ट,
रेलवेमैन यूनियन
ह/-
महासचिव,
मद्रास पोर्ट ट्रस्ट,
रेलवेमैन यूनियन

गवाह :

New Delhi, the 4th December, 1998

(1) ह./-

(2) ह./-

विवाचक की सहमति

संदर्भ :—एन आई पी एम/ओ एस डी/08/सी एच पी टी ए/
01/98/1 दिनांक 4 नवम्बर, 1998

सेवा में,

(1) अध्यक्ष,	(2) अध्यक्ष एवं महासचिव,
चेन्नई पोर्ट ट्रस्ट,	मद्रास पोर्ट ट्रस्ट रेलवेमैन
राजाजी सालाई,	यूनियन, भगत हाउस,
चेन्नई-600001	204, प्रकाशम सालाई,
	चेन्नई-600108

प्रिय महोदय,

औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अन्तर्गत अध्यक्ष, चेन्नई पोर्ट ट्रस्ट और मद्रास पोर्ट ट्रस्ट रेलवेमैन यूनियन के बीच 26-10-98 को हुए करार के संदर्भ में मैं एतद्वारा चेन्नई पोर्ट ट्रस्ट और उसके कर्मकारों, जिनका प्रतिनिधित्व मद्रास पोर्ट ट्रस्ट रेलवेमैन यूनियन कर रही है, के बीच औद्योगिक विवाद में विवाचक बनने की अपनी सहमति देता हूँ।

विवाद पर पक्षों द्वारा सहयोग करने पर, मैं समझता हूँ कि औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अन्तर्गत श्रम मंत्रालय, नई दिल्ली द्वारा अधिसूचना जारी किये जाने के तीन माह के भीतर कार्य पूरा करना और मेरे द्वारा अधिनिर्णय देना संभव होना चाहिये। यदि आवश्यकता हुई तो मेरे द्वारा दोनों पक्षों की सहमति से विवाचन में अमेसर/असेसरों की नियुक्ति कर ली जायेगी।

विवाचन के लिये मेरा शुल्क 20,000/- रु. (केवल बीस हजार रुपये) होगा। इसके अतिरिक्त यात्रा व्यय, आवास और स्थानीय वाहन व्यय दिये जाने चाहिये।

सुनवाई चेन्नई पोर्ट ट्रस्ट पर होगी।

भवदीय,

ह./-

(ए.एन.एम. किशोर)

[संख्या एन-45013/1/98-आई.आर. (विविध)]

के.वी.बी. उज्जनी, अवर सचिव

S.O. 2676.—Whereas an industrial dispute exists between the management of Chennai Port Trust, Chennai, and their workmen represented by Madras Port Trust Railwaymen's Union, Bhagat House, 204, Broadway, Chennai 600108.

And Whereas, the said management and their workmen represented by Madras Port Trust Railwaymen's Union have by written agreement under sub-section (i) of Section 10-A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement;

Now, Therefore, in pursuance of sub-section (3) of Section 1-A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10-A of the Industrial
Disputes Act, 1947)

BETWEEN

NAMES OF THE PARTIES

Representing the Employer :

Chairman,
Chennai Port Trust
Rajaji Saalai
Chennai 600001.

Representing the Workmen :

The President and
The General Secretary,
Madras Port Trust
Railwaymen's Union,
Bhagat House,
204, Broadway,
Chennai 600108

It is hereby agreed between the parties to refer the following disputes to the arbitration of Capt.

A.N.M. Kishore, Officer on Special Duty, National Institute of Port Management, Chennai-600119.

SPECIFIC MATTERS IN DISPUTE :

1. Whether the demand for introduction of Apprenticeship Scheme recruitment of Lascar Gr. II in the Marine Department as existed earlier is justified ? If so, the qualification requirement and the scheme for recruitment be recommended. If not, considering the existing practices and systems, recommendations on any changes required in terms of qualifications and mode of selection, etc. shall be made.

2. Is the demand for the revision of existing manning scale fixed for the tugs and launches in comparison with other Ports in relation to the operational requirement of the craft justified ? If otherwise, recommend manning scale be specified.

3. Considering the shipping movements carried out in the past, present and the likely future is the demand for increasing the existing 4 sets of Mooring Crew in each shift to 6 sets justified ? The demand for introduction of longshift of 12 hours to meet the increasing shipping movements shall also be taken into account.

4. Considering the manning strength arrived at for the existing Mooring Crew as 10 in the past, is there any justification in the demand for increasing the strength of Mooring Crew to 12 in each set ?

5. Whether there is any justification in the demand for providing promotional opportunities to the Dock Syrang in the Mooring Boat as Head Syrang without insisting on Syrang's Certificate, as there is no certificate for Dock Syrang.

6. Is the demand for promoting the Syrang with Syrang's Certificate as Master Gr. II justified ?

7. Is there any justification for promoting Master Gr. II with II Class Master's Certificate as Master Gr. I ?

8. Whether the demand for promoting the Tindal (P.C.) with II Class Master's Certificate as Master Gr. II is justified ?

9. Whether there is any justification for promoting the Electricians on Tugs as Chargemen ? If so, the requirement in respect of Chargemen for the same shall be specified.

10. Is there any justification in the demand for the revival of posting of Greaser along with Tindal (Engine) in the Tugs ?

11. Considering the qualification requirement prescribed for various categories of posts, years of experience and the promotional channels what changes or steps are needed to have the vacancies filled up without any hitch ?

12. Is there any justification in the demand for the grant of Incharge Allowance to the following categories of employees as is being given to the Senior Master Gr. II and Syrang who are independent charge of the crafts ?

(i) Motor Driver Gr. I and II.

(ii) Syrang in the Mooring Boats.

(iii) Gunner in the Yard.

(iv) Chargemen in the Yard.

13. Whether the demand for grant of Pilotage Allowance or similar allowance to the Marine crew is justified, considering the allowances being paid

14. Is there any justification in the demand for the grant of Tea Allowance of Rs. 7/- per day of attendance now being granted to the Marine Crew working on the floating crafts to the staff working in Signal Station, Pollution Control and Buoy Yard also.

15. Considering the change in the technology, is there any need for reorganising Signal Station set up ? If so, the plan for the same along with the manpower requirement, promotional avenues, their workload, duties and responsibilities, etc be specified.

16. Considering the manpower requirement for the operation of various floating crafts, service station, signal station etc in the Marine Department, the steps required at the time of absence and an in-built mechanism to combat the indiscipline, if any, among the Marine Crew, Service Station and Signal Station be recommended.

DETAILS OF PARTIES TO THE DISPUTE :—

1. The Chairman,
Chennai Port Trust,
Rajaji Salai,
Chennai 600001.
2. The President and the General Secretary,
Madras Port Trust Railwaymen's Union,
Bhagat House, 204 Broadway,
Chennai 600108.

Total Number of workmen
employed in the undertaking
affected — 10,184

Estimated number of workmen
affected or likely to be
affected by the dispute — 732

The Arbitrator is authorised by us to issue related directives, when giving his award on the several disputes and the matters listed above and appoint, if necessary, Assessor(s) with the consent of both the parties.

The Arbitrator shall make his award within a period of three months from date of publication of this agreement in the official gazette by the Central Government or within such further time as extended by mutual agreement between us in writing in case the award is not made within the period.

We agree that the decision of the Arbitrator will be binding on us.

We further agree that the expenditure in connection with the above arbitration will be shared equally by the parties, namely, Chennai Port Trust and the Madras Port Trust Railwaymen's Union.

Dated at Chennai on the 26th day of October, 1998.

Representing the Employer :

Sd/-

Chairman,
Chennai Port Trust

Representing the workmen

Sd/-

President,
Madras Port Trust,
Railwaymen's Union

Sd/-

General Secretary,
Madras Port Trust,
Railwaymen's Union.

Witness :

(i) Sd/-

(ii) Sd/-

CONSENT OF THE ARBITRATOR

Ref : NIPM|OSD|08|CHPTA|01|98|1

04 November, 1998

To

(i) The Chairman,
Chennai Port Trust
Rajaji Salai
Chennai 600001

(ii) The President and
The General Secretary,
Madras Port Trust
Railwaymen's Union,
Bhagat House,
204, Prakasam Salai,
Chennai 600108.

Dear Sirs,

With reference to the Agreement reached between Chairman, Chennai Port Trust and the Madras Port Trust Railwaymen's Union under Section 10A of the Industrial Disputes Act, 1947 on 26-10-98, I hereby give my consent to the Arbitrator on the Industrial Disputes between the Chennai Port Trust and its workmen represented by the Madras Port Trust Railwaymen's Union.

Given the cooperation of the parties, to the dispute, I think it should be possible to complete the task and give my award within three months of the notification being issued by the Ministry of Labour, New Delhi under Section 10-A of the Industrial Dispute Act, 1947.

If necessary, I may appoint Assessor(s) in the Arbitration with the consent of both the parties.

My fees for the Arbitration will be Rs. 20,000/- (Rupees Twenty thousand only). In addition travel cost, accommodation and local conveyance should be met.

New Delhi, the 10th December, 1998

The hearings will be at Chennai Port Trust.

Yours faithfully,

Sd.]-

(A. N. M. KISHORE)

[No. L-45013/1/98-IR (Misc.)

K.V.B. UNNY, Under Secy.

नई दिल्ली, 10 दिसम्बर, 1998

का.भा. 2677.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत के राजपत्र असाधारण भाग-II, खंड-3 (ii) में दिनांक 8 जून, 1995 को प्रकाशित भारत सरकार श्रम, मंत्रालय की अधिसूचना सं. का.भा. 509 (अ.) दिनांक 8 जून, 1995 में निम्नलिखित संशोधन करती है।

उक्त अधिसूचना में इस प्रयोजनार्थ केन्द्रीय सरकार द्वारा मान्यता प्राप्त नियोजक संगठनों के परामर्श से धारा 4 के खंड (अ) के अन्तर्गत केन्द्रीय सरकार द्वारा नियुक्त "शीर्षक" के तहत क्रम संख्या -36 के सामने प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जायेंगी अर्थात्:—

श्री शरद एस पाटिल, महासचिव

भारतीय नियोजक परिसंघ आर्मी

और नेवी बिल्डिंग

148, महात्मा गांधी रोड, मुम्बई 400023

[सं. यू-16012/2/95-एस.एस. I]

जे. पी. शुकला, अवर सचिव

S.O. 2677.—In exercise of the powers conferred by Section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. 509(E), dated the 8th June, 1995 published in the Gazette of India, Extraordinary, Part II, Section-3(ii) dated the 8th June, 1995.

In the said notification under the heading 'Appointed by the Central Government under clause (f) of Section 4 in consultation with organisations of employers recognised by the Central Government for the purpose' for the entries against Serial No. 36, the following entries shall be substituted namely :—

Sh. Sharad S. Patil,

Secretary General,

Employers Federation of India,

Army & Navy Building,

148-Mahatma Gandhi Road,

Mumbai-400023.

[No. U-16012/2/95-SS. I]

J. P. SHUKLA, Under Secy.

